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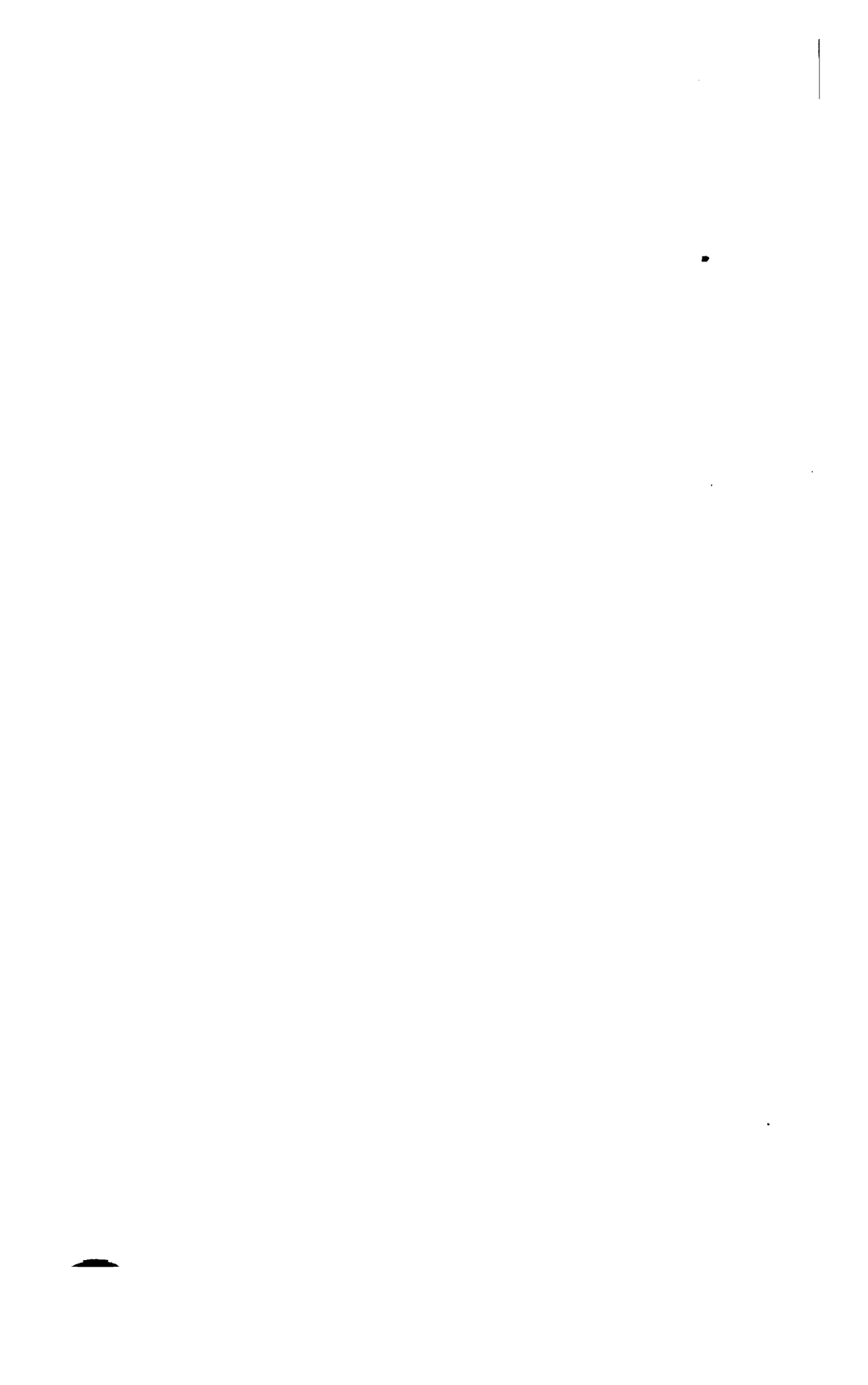
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# THE DOMINION CONVEYANCER

COMPRISING

PRECEDENTS FOR GENERAL USE

AND

CLAUSES FOR SPECIAL CASES.

SELECTED AND EDITED BY

WILLIAM HOWARD HUNTER, B.A.

*Of Osgoode Hall, Barrister-at-Law.*

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SECOND EDITION,  
REVISED AND ENLARGED.

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TORONTO:  
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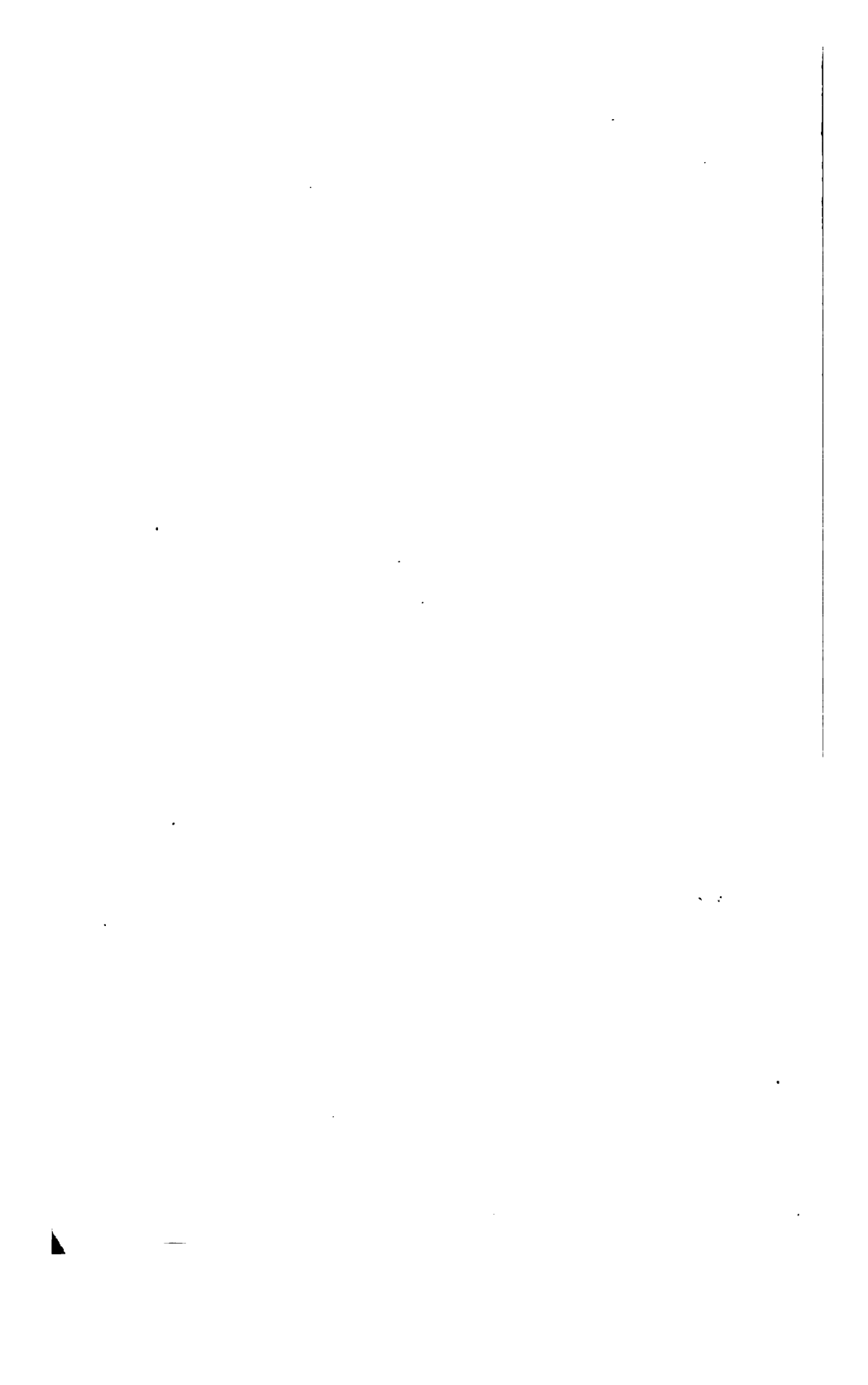
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## PREFACE TO SECOND EDITION.

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**U**TILITY has been the editor's guiding principle in selecting the forms included in this volume. The convenience of the general practitioner has been kept steadily in view. No standard form, it is believed, has been overlooked, and immediately following the typical precedents under each title, have been added clauses adapted to special or unusual cases. In this way repetition has been largely avoided and the volume kept within handy compass. The complete analytical index to all the forms greatly extends the application of the precedents. Care has been used in departures from the common phraseology of older precedents to preserve the operative words established by long usage and the judgment of the courts.

EQUITY CHAMBERS, June, 1897.



# DOMINION CONVEYANCER.

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## AFFIDAVITS AND DECLARATIONS.

The administration of an oath, affidavit or solemn affirmation by a justice of the peace or other person, except touching a matter whereof such justice or person has jurisdiction or cognizance by some law in force at the time, or except such oath or affirmation is authorized or required by some law in force, is made a misdemeanor by R. S. C. c. 141. For the powers of commissioners, see R. S. O. 1887, c. 62, s. 12; for the powers of notaries public, see R. S. O. c. 153. In cases where there is no authority for administering an oath, the statement should assume the form of a statutory declaration.

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### FORM 1.

#### *General Forms of Commencement.*

County of	}	I.	of	in the
To wit		county of	(yeoman),	
or United Counties of				
To wit	}	make oath and say :		

or Canada	}	I,	of	in the
Province of Ontario		county of	(yeoman),	
District of				
To wit	}			

or Ontario	}	do solemnly and sincerely affirm		
District of		and declare as follows :		
To wit				

I,                      of                      in the  
county of                      (yeoman),  
do solemnly declare that :

**FORM 2.**

### Forms of Jurat.

Sworn before me, at \_\_\_\_\_ in the county of \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Affirmed before me, at \_\_\_\_\_ in the county of \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

Declared before me, at \_\_\_\_\_ in the county of \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

**FORM 8.**

*Affidavit of Execution of an Instrument to be Registered.*

County of \_\_\_\_\_ } I \_\_\_\_\_ of the \_\_\_\_\_  
 . To wit } of \_\_\_\_\_ in the county of \_\_\_\_\_ make  
 } oath and say: \_\_\_\_\_

1. That I was personally present and did see the annexed (or within) (and duplicate, if any, according to the fact) duly signed, sealed and executed by and the parties thereto.

2. That the said \_\_\_\_\_ (and duplicate, if any,  
according to the fact) were executed at the  
of \_\_\_\_\_

3. That I know the said parties (or one or more of them, according to the fact)

4. That I am a subscribing witness to the said (and duplicate, *according to the fact*)

Sworn before me, etc.



## FORM 4.

*Affidavit Attesting Execution of Instrument where bar of Dower, and Identifying Parties.*

## LAND TITLES ACT.

I, G. H., of, etc., a solicitor of the Supreme Court of Judicature (*or as the case may be*) make oath and say:

I am well acquainted with A. B. and C. B., named in the within document and saw them sign the said document, and the signatures purporting to be their respective signatures at the foot of the said document are in their hand-writing.

The said A. B. is, as I verily believe, the owner of the land within mentioned, and the said C. B. is reputed to be, and is, as I verily believe, his wife.

The said A. B. and C. B. are each of the age of 21 years or over, are each of sound mind and signed the said document voluntarily at \_\_\_\_\_ in the county of \_\_\_\_\_ in the province of Ontario (*or as the case may be*).

I am a subscribing witness to the said document.

Sworn, etc.

R. S. O. 1887, c. 116, form 42.]

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FORM 5.

*Affidavit Attesting Execution where Transferor is Unmarried.*

## LAND TITLES ACT.

I, G. H., of, etc., solicitor of the Supreme Court of Judicature (*or as the case may be*) make oath and say:

I am well acquainted with A. B. named in the within document and saw him sign the said document, and the

signature purporting to be his signature at the foot of the said document is in his hand-writing.

The said A. B. is, as I verily believe, the owner of the land within mentioned.

The said A. B. is of the age of 21 years or over, he is reported to be and as I believe is unmarried, he is of sound mind and signed the said document voluntarily at in the county of \_\_\_\_\_ and province of Ontario (*or as the case may be*)

I am a subscribing witness to the said document.

Sworn, etc.

R. S. O. 1887, c. 116, form 43.]

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FORM 6.

*Affidavit of Justification by Surety.*

County of _____	} I, A. B., of _____, one of
To wit: _____	
	} the sureties in the annexed covenant
	} named, make oath and say, as follows

1. I am seised and possessed to my own use of real (*or*, real and personal) estate in Ontario of the actual value of \$ \_\_\_\_\_, over and above all charges upon or incumbrances affecting the same.

2. (*Where the party has real estate*). The said real estate consists of (*describing the property*).

3. I am worth (*the amount for which the party has become liable by the covenant*) \$ \_\_\_\_\_ over and above my just debts.

4. My post office address is as follows: (*insert name of post office*).

Sworn before me, etc.

FORM 7.

*Affidavit of claim under Creditors' Relief Act.*

THE CREDITORS' RELIEF ACT.

In the County Court of the county of  
*(state county or united counties in which it is intended  
 proceedings shall be taken)*, A. B. claimant  
 vs. C. D. debtor.

I, A. B., of , in the county of  
 merchant *(or as the case may be)*, make oath and say:—

1. That I am the above named claimant *(or the duly  
 authorized agent of the claimant in this behalf)*, and have  
 a personal knowledge of the matter hereinafter deposed to.

2. The above named debtor is justly and truly indebted  
 to me *(or the above named claimant)*, in the sum of \$  
*for (here state shortly the nature and particulars of the  
 claim as they are required to be stated upon a specially  
 endorsed writ.)*

Sworn, etc.

*R. S. O. 1887, c. 65, Schedule.]*

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FORM 8.

*Affidavit to Lead Issue of Marriage License.*

*(59 Vic. c. 39 (O.) Schedule.)*

I, A. B., of the , in the county of ,  
*(addition)* make oath and say as follows:—

1. I and C. D., of , in the county of  
 are desirous of entering into the contract of marriage, and  
 of having our marriage duly solemnized at the town *(or  
 village, etc.)*, of , in the county *(or district)* of

2. According to the best of my knowledge and belief,  
 there is no affinity, consanguinity, prior marriage, or any

other lawful cause or legal impediment to bar or hinder the solemnization of the said marriage.

3. I, *or* the said C. D. (*or both, as the case may be*) have (*or has*) had since the                      day of                      , my (*or his, or her, or our*) usual place of abode within the municipality of                      , in the said county (*or district*), *or, if neither of the parties has, for the space of 15 days immediately preceding the issue of the certificate of license, had his or her usual place of abode in the county or district in which it is intended that the marriage shall be solemnized.* The reason of procuring the marriage to be solemnized in                      is not in order to evade due publicity, *or for any other improper purpose.*

4. I am of the age of                      years, and the said C. D. is of the full age of 18 years (*or the said C. D. is of the age of                      years or over*).

5. I am a bachelor (*or widower*), and the said C. D. is a spinster (*or widow*).

6. (If either party be under 18 and not a widower, *or widow, add*): E. D., of                      , in the county of                      , is the person whose consent to the said marriage is required by law, and the said E. D. consents to the said marriage. The paper writing hereto annexed marked "A" is the consent of the said E. D. to the said marriage, and the signature thereto is of the proper handwriting of the said E. D.

7. The said E. D. is the father of the said C. D. [(*or the said E. D. is the mother [or guardian duly appointed] of the said E. D., and the father of the said E. D. is dead*), (*or the father and mother of the said C. D. are both dead, and no guardian of the said C. D. has been appointed*)].

Sworn before me, etc.

G. H., (Issuer of licenses, <i>or</i> Deputy issuer of licenses.)	}	(Signed),                      A. B.
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## FORM 9.

*Statutory Declaration (General Form).*

In the matter of

I, A. B., do solemnly declare that (*state the fact or facts declared to*), and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act, 1893.

36 Vic. c. 31 (D.), Schedule.]

N.B.—A statutory declaration may be taken before any judge, justice of the peace, police or stipendiary magistrate, recorder, commissioner to take affidavits to be used either in Provincial or Dominion courts, notary public, mayor, or any other functionary authorized by law to administer an oath in any matter.

## FORM 10.

*Declaration as to Age and Marriage.*

County of                   , } I,                   of the                   of  
                   To wit:        }                   in the county of  
                                   do solemnly declare that I well  
 knew                   , of the                   of                   , in the  
 county of                   , prior to the                   day of  
 A.D. 18                   , when he                   , and that he was at that  
 date of the full age of                   years, and                   married.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act, 1893.

Declared before me, etc. }

## OATHS UNDER THE NATURALIZATION ACT.

(R. S. C. c. 113).

## FORM 11.

*Oath of Residence.*

I, A. B., do swear (*or, being a person allowed by law to affirm in judicial cases, do affirm*) that, in the period of years preceding this date, I have resided three (*or five, as the case may be*) years in the Dominion of Canada with intent to settle therein, without having been during such three years (*or five years, as the case may be*) a stated resident in any foreign country. So help me God.

Sworn before me, at  
                                   , on the  
                                   day of

A. B.

## FORM 12.

*Oath of Service.*

I, A. B., do swear (*or, being a person allowed by law to affirm in judicial cases, do affirm*) that, in the period of years preceding this date, I have been in the service of the Government of Canada (*or, of the Government of the Province of* , in Canada, *or, as the case may be*) for the term of three years, and I intend, when naturalized to reside in Canada (*or to serve under the Government of* , *as the case may be*).

Sworn before me, at  
                                   , on the  
                                   day of

A. B.

**FORM 18.**

### *Oath of Allegiance.*

(R. S. C. c. 112)

I, A. B., do sincerely promise and swear that I will be faithful and bear true allegiance to Her Majesty Queen Victoria (*or reigning sovereign for the time being*) as lawful Sovereign of the United Kingdom of Great Britain and Ireland, and of this Dominion of Canada, dependent on and belonging to the said Kingdom, and that I will defend Her to the utmost of my power against all traitorous conspiracies or attempts whatsoever, which shall be made against Her person, crown and dignity, and that I will do my utmost endeavour to disclose and make known to Her Majesty, Her heirs or successors, all treasons or traitorous conspiracies and attempts which I shall know to be against Her or any of them; and all this I do swear without any equivocation, mental evasion, or secret reservation. So help me God.

Sworn before me, at  
 , this  
 day of

A. B.

**FORM 14.**

*Affidavit of Having Taken Oath of Allegiance.*

## THE NATURALIZATION ACT.

I, A. B., of \_\_\_\_\_, do swear (or affirm) that on or  
about the \_\_\_\_\_ day of \_\_\_\_\_, one thousand eight  
hundred and \_\_\_\_\_, at \_\_\_\_\_, in the (county, or  
*as the case may be*) of \_\_\_\_\_, in the Province of \_\_\_\_\_,

I did take and subscribe before (*a judge, magistrate, or other person, naming him*), the oaths (*or affirmations*) of residence and allegiance required by the laws respecting the naturalization of aliens then in force in the said Province. So help me God.

Sworn to before me, at                      , on }                      A. B.  
                  the                      day of                      18                      . }

---

FORMS OF AFFIDAVITS TO BE USED IN APPLICATIONS FOR  
 CROWN LANDS.

FORM 15.

*Affidavit to be taken by a male or female head of a family who desires to purchase land, subject to settlement, in North Nipissing and Algoma Districts.*

Canada,                      I,                      , of  
 Province of Ontario,                      { being the                      head of a family  
 District of                      ,                      { and desirous of purchasing lot num-  
                  To wit:                      } ber                      , in the  
 concession of the township of                      , make oath  
 and say :

1. That I am the                      head of a family.
2. That the said land is wholly unoccupied and unimproved, and I believe the same to be suited for settlement and cultivation.
3. That I have examined the said land, and that it is not, to my knowledge, valuable for mines, minerals or pine timber, and that I desire to purchase it for my own use and benefit, for the purpose of actual settlement and cultivation of the land, and not, either directly or indirectly, for



the use or benefit of any other person, nor for the purpose of obtaining, possessing or disposing of any mines, minerals or pine timber thereon.

Sworn before me, at                      , }  
this          day of                      18 . }

**FORM 16.**

*Affidavit to be taken by a male person above the age of eighteen years, and not the head of a family, who desires to purchase land and become a settler in North Nipissing and Algoma Districts.*

Canada,  
Province of Ontario,  
District of  
To wit:

I, \_\_\_\_\_, of \_\_\_\_\_,  
make oath and say:  
1. That I am of the full age of  
eighteen years.

2. That I am desirous of purchasing lot number \_\_\_\_\_, in the \_\_\_\_\_ concession of the township of \_\_\_\_\_, in the district of \_\_\_\_\_, and that the said land is wholly unoccupied and unimproved, and I believe the same is suited for settlement and cultivation.

3. That I have examined the said land, and that it is not, to my knowledge, valuable for mines, minerals or pine timber, and that I desire to purchase it for my own use and benefit, for the purpose of actual settlement and cultivation of the land, and not, either directly or indirectly, for the use or benefit of any other person, nor for the purpose of obtaining, possessing or disposing of any mines, minerals or pine timber thereon.

Sworn before me, at                    , }  
this          day of                 18 . }

**FORM 17.**

*Affidavit in support of application for patent for  
lands sold subject to settlement.*

Ontario, } We, of the township  
District of } of , in the  
To wit: } of , and of the  
same place, yeomen, each for himself, make oath and say:

Recommended for Patent 18 .  
this Crown Land Agent.

1. That I know lot number , in the concession of the township of .
2. That there are acres cleared and had under cultivation and crop on the said lot .
3. That the following buildings have been erected thereon, namely: A house fit for habitation x feet.
4. That said lot is occupied by , and has been continuously occupied by for years, and the improvements made thereon were made by .

5. That I do not know of any claim to or occupation of said lot adverse to that of \_\_\_\_\_.

Sworn before me, at \_\_\_\_\_, )  
this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_ . )

## FORMS OF AFFIDAVITS USED IN APPLICATIONS FOR FREE GRANTS.

**FORM 18.**

*Affidavit from a single man for 100 acres.*

Set out the name, last place of residence and occupation, in full. I, \_\_\_\_\_, of the \_\_\_\_\_, in the \_\_\_\_\_, make oath and say:

1. That I have not heretofore been located for any land under the "Free Grants and Homesteads Act" (except

), nor have I obtained a patent for any land as a free grant, or any benefit under that section of the said Act which provides for the remission of arrears due to the Crown by settlers who purchased in Free Grant Townships (*except for lot number* ; *but that I have absolutely and in good faith parted with the said land so patented to me, and I am entitled to and desire to obtain another location*).

2. That I am of the age of                      years.

3. That I desire to be located for lot number                      ,  
in the                      concession of the township of                      .

4. That I believe the said land is suited for settlement and cultivation, and is not valuable chiefly for its mines, minerals or pine timber; and that such location is desired for my benefit, and for the purpose of actual settlement and cultivation of such land, and not, either directly or indirectly, for the use or benefit of any other person or persons whatsoever, nor for the purpose of obtaining, possessing or disposing of any of the pine trees growing or being on the said land, or any benefit or advantage therefrom, or any gold, silver, copper, lead, iron, or other mines or minerals, or any quarry or bed of stone, marble or gypsum thereon.

5. And that the said lot is wholly unoccupied and unimproved (*except*                      ).

Sworn before me, at                      , }  
this                      day of                      18                      . }

---

FORM 19.

*Affidavit when applicant is the male or sole female head of a family.*

Set out the name, last place of residence and occupation, in full.                      I,                      , of the                      , in the                      , make oath and say:

1. That I have not heretofore been located for any land under the "Free Grants and Homesteads Act" (*except* ), nor have I obtained a patent for any land as a free grant, or any benefit under that section of the said Act which provides for the remission of arrears due to the Crown by settlers who purchased in Free Grant Townships (*except for lot number* ; *but that I have absolutely and in good faith parted with the said land so patented to me, and I am entitled to and desire to obtain another location*).

2. That I am the male (*or*) *sole female* head of a family. having children, under eighteen years of age, residing with me, consisting of son and daughter

3. That I desire to be located under the said Act and the regulations made thereunder for lot number in the concession, and lot number in the concession of the township of .

4. That I believe the said lands are suited for settlement and cultivation, and are not valuable chiefly for their mines, minerals, or pine timber.

5. That such location is desired for my benefit, and for the purpose of actual settlement and cultivation of such lands, and not, either directly or indirectly, for the use or benefit of any other person or persons whatsoever, nor for the purpose of obtaining, possessing or disposing of any of the pine trees growing or being on the said lands, or any benefit or advantage therefrom, or any gold, silver, copper, lead, iron or other mines or minerals, or any quarry or bed of stone, marble or gypsum thereon.

6. And that the said lots are wholly unoccupied and unimproved (*except* ).

Sworn before me, at  
this day of 18 . }

We, \_\_\_\_\_, of the \_\_\_\_\_, in the \_\_\_\_\_,  
 and \_\_\_\_\_, of the \_\_\_\_\_, in the \_\_\_\_\_, each  
 for himself, make oath and say: That I am well acquainted  
 with \_\_\_\_\_, named in the above affidavit, and that he  
 is the \_\_\_\_\_ head of a family and has  
 children, under eighteen years of age ( \_\_\_\_\_ consisting of  
 son and \_\_\_\_\_ daughter ), residing with him;  
 and I further make oath and say, that I know lots number  
 \_\_\_\_\_, in the \_\_\_\_\_ concession of the township of  
 \_\_\_\_\_, referred to above; that I am not aware of any  
 claim to the said lots on the grounds of occupation, im-  
 provements or otherwise, adverse to that of the applicant,  
 and that the said lots are wholly unoccupied and unim-  
 proved (*except* \_\_\_\_\_).

Sworn before me, at \_\_\_\_\_, }  
 this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_ . }

---

FORM 20.

*Affidavit for an allowance on account of Rock and  
 Swamp.*

State name of applicant \_\_\_\_\_ I, \_\_\_\_\_, of the \_\_\_\_\_,  
 in full, last place of resi- \_\_\_\_\_, make oath and  
 dence and occupation. \_\_\_\_\_ in the \_\_\_\_\_,  
 say: That I have not heretofore been located for any land  
 under the "Free Grants and Homesteads Act," except  
 \_\_\_\_\_; nor have I obtained a patent for any land as a Free  
 Grant, or any benefit under that section of the said Act  
 which provides for the remission of arrears due to the  
 Crown by settlers who purchased in Free Grant Townships;  
 that I am \_\_\_\_\_ years of age, and that I desire to be

located for lot number , in the con-  
cession of the township of , and also for  
lot number in the concession  
of the said township; that I have carefully examined  
the said lands, and there are at least acres of  
said lot number , which, by reason of  
thereon, and at least acres of said lot number  
, which, by reason of thereon, and at  
least acres of said lot number , which,  
by reason of thereon, and at least  
acres of said lot number , which, by reason of  
thereon, and at least acres of said  
lot number , which, by reason of  
thereon, and at least acres of said lot number  
, which, by reason of cannot be made  
available for farming purposes, and that there is no valu-  
able timber growing on said acres of said lots,  
and that I believe the said lands, for which I desire to be  
located as aforesaid, are suited for settlement and cultiva-  
tion, and are not valuable for their mines, minerals or pine  
timber; and that such location is desired for my benefit  
and for the purpose of actual settlement and cultivation of  
such lands, and not, either directly or indirectly, for the  
use or benefit of any other person or persons whatsoever,  
nor for the purpose of obtaining, possessing or disposing of  
any of the pine trees growing or being on the said lands,  
or any benefit or advantage therefrom, or any gold, silver,  
copper, lead, iron, or other mines or minerals, or any quarry  
or bed of stone, marble or gypsum thereon; and that the  
said lots are wholly unoccupied and unimproved (*except*  
).

Sworn before me, at , in the  
of , this  
day of 18 .

We,                      of the                      of                      in the  
and                      of                      of                      in the  
                    make oath and say: that we have carefully  
examined lot number                      in the                      concession  
of the township of                      and also lot number  
                    in the                      concession of the township  
of                      and that there are at least                      acres of  
said lot number                      which by reason of  
thereon, and at least                      acres of said lot number  
                    which by reason of                      thereon, and at least  
                    acres of said lot number                      which by  
reason of                      thereon, and at least                      acres  
of said lot number                      which by reason of  
thereon, and at least                      acres of said lot number  
                    which by reason of                      cannot be made  
available for farming purposes, and that there is no  
valuable timber growing on the said                      acres of  
said lots, and that the said lots are wholly unoccupied and  
unimproved.

Sworn before me, at  
in the                      of                      this                      }  
day of                      18                      }

FORM 21.

*Affidavit from Applicant in Rainy River District.*

Ontario  
District of Rainy River                      }  
To wit:                      }

I,                      of the                      in the  
yeoman, do solemnly swear:

1. That I have not heretofore obtained a Free Grant in the Province of Ontario (*except lot number* *which* *has been forfeited* (or) *that I have absolutely and in good faith sold and parted with the said land so granted to me, and that I am well entitled to, and desire to obtain another location.*

2. That I am over eighteen years of age, (or) that I am the male (or *sole female*) head of a family, having children under eighteen years of age residing with me, consisting of sons and daughters.

3. That I desire to be located for of the township of under the *Rainy River Free Grants and Homesteads Act*, and in addition thereto I desire to purchase of the said township, for which I agree to pay, at the price and upon the terms fixed by the said Act.

4. That I believe the said land is suited for settlement and cultivation, and is not valuable chiefly for its mines, minerals, or pine timber; and that such location is desired for my own exclusive benefit, and for the purpose of actual settlement and cultivation of such land, and not, either directly or indirectly, for the use or benefit of any other person or persons whatsoever, nor for the purpose of obtaining, possessing or disposing of any of the pine trees, growing or being on the said land, or any benefit or advantage therefrom, or any gold, silver, copper, lead, iron, or other mines or minerals, or any quarry or bed of stone, marble or gypsum thereon.

5. That the said land is wholly unoccupied and unimproved (*except* ).

Sworn before me, at  
this day of  
A.D. 18 .

}



I,                      of the                      and I,                      of the  
yeoman, do solemnly swear :—

1. That I know the above named applicant.

2. That he is over eighteen years of age (*or*) that he is  
the male (*or sole female*) head of a family having  
children under eighteen years of age residing with him  
consisting of                      sons and                      daughters.

3. That I know the said land for which he has  
applied, and that it is wholly unoccupied and unim-  
proved (*except*                      ).

Sworn before me, at                      }  
this                      day of                      18                      }

---

FORM 22.

*Affidavit of applicant for Patent under the provisions of  
"The Free Grants and Homesteads Act."*

To the Crown Land Agent :

Sir,—I have the honour to apply, under the Provisions  
of "The Free Grants and Homesteads Act," for a Patent  
from the Crown for my homestead, upon the grounds set  
forth in the following affidavits, and have to request that  
the said Patent, when issued, be mailed to the following  
address, viz. :

Dated this                      18

Ontario                      } I,                      of the  
of                      } in the                      of  
To wit :                      } make oath and say :

1. That I desire to obtain my Patent under the provisions of the eighth section of "The Free Grants and Homesteads Act," for lot of the township of \_\_\_\_\_ for which lot I was located on the \_\_\_\_\_ day of \_\_\_\_\_, 18 .

2. That since then I have been an actual resident upon, and have cultivated the said lot continuously for \_\_\_\_\_ years, and that I am still residing upon and cultivating the same.

3. That I have cleared upon the said lot, and had under cultivation last season \_\_\_\_\_ acres at least, and that I have erected buildings thereon of the following descriptions and dimensions, viz.: a house fit for habitation, \_\_\_\_\_ x \_\_\_\_\_ feet, at least.

4. That I have not been located for any other land (except \_\_\_\_\_), nor have I obtained Patent for any other land as a Free Grant, or by remission of arrears, under the provisions of the said Act; and that I am well entitled to the Patent for the said lot, and am not aware of any adverse claim thereto on the grounds of occupation, improvements or otherwise.

Sworn before me at  
this \_\_\_\_\_ day of \_\_\_\_\_, 18 . }

Ontario      { We, \_\_\_\_\_ of the township of  
of            { in the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of the  
to wit:      { same place, yeomen, each for himself, make  
              { .oath and say:

That I know lot \_\_\_\_\_ in the \_\_\_\_\_ concession of the township of \_\_\_\_\_ described in the affidavit of \_\_\_\_\_, the applicant for Patent; that the said affidavit has been read over to me, and that all the statements made therein respecting the residence of the said \_\_\_\_\_ on the said lot,

Recommended for Patent this  
day of

18  
Crown Land Agent.

Sworn before me, at  
this day of 18 . }

*Affidavit of Applicant for Cancellation of a Location.*

4. That so far as I am aware the said locatee is not occupying or improving any other land in the said township, and resides at present at

5. And that I have not, neither has any person for me, either directly or indirectly, by purchase or otherwise, from the said locatee, or any other person, acquired any interest in the said lot.

Sworn before me, at  
                   in the                    of                    this  
                   day of                    A. D., 18     .     }

Ontario     } We,                    of the township of                    in  
 District of     } the district of                    and                    of the same  
 To wit:         } place, yeomen, each for himself, make oath  
                               and say:

1. That I know lot number                    in the                    concession of the township of                    which                    located to and that I personally visited and examined the said lot on the                    , that there was no person then residing thereon, nor were there any improvements whatever; and that from said examination, and from information which I have received, I verily believe that the said locatee has never occupied or improved the said lot. (*If locatee has occupied or improved at any time, set out when he ceased to occupy, what improvements he made, when they were made, and in what position the lots are at the time of application.*)

2. That the said locatee is not, as far as I am aware, occupying or improving any other land in the said township, and that he resides at

Sworn before me, at  
                   in the                    of                    this  
                   day of                    A. D. 18     .     }

I hereby certify that I have no reason to doubt the statements contained in the foregoing affidavit; and also that I did on the                    day of                    mail to the locatee of said lots                    at                    Post Office, a letter notifying him of the application for cancellation, and calling upon

him to show cause why it should not be allowed, and since then I have not received any reply to the said notice except

*Crown Land Agent.*

---

FORM 24.

*Affidavit in support of application for land under the  
Mines Act, 1892.*

Ontario,                    } I,                   , of the township of  
District of                }                   in the district of  
To wit:                 } and I,               , of the township  
of                       , in the district of               , do solemnly  
swear:—

1. That, on the            day of           , I personally  
visited and carefully examined           lot number  
in the           concession of the township of           and at that  
time there was no person residing on said lot, and there  
were no improvements thereon.

2. That there was no visible trace nor indication of  
work having been done on said lot by any person or  
persons for mining or other purposes.

3. And that to the best of my knowledge and belief  
there is no claim to said lot by any person or persons  
adverse to that of           , the applicant, on the ground  
of priority of discovery of mineral thereon, or otherwise.

Sworn before me, at                                 }  
in the district of           this                   }  
day of                    A.D 18           . }

## FORM 25.

*Affidavit of original discoverer in support of application  
for exemption from royalty.*

Ontario,                                 } I,                                 of the township of  
District of                             }                                 , in the district of  
To wit:                                 } do solemnly swear:

1. That on the                     day of                     A.D. 18     , I  
discovered valuable mineral in a vein or lode on             lot  
number                     in the                     concession of the township  
of                     , such mineral consisting of  
and that I have no knowledge or information of any  
previous discovery of valuable mineral on said             lot,  
and verily believe that I am the original discoverer of the  
same.

2. That by careful examination on the ground I have  
ascertained that the mineral so discovered by me on said  
lot is

Strike out  
clause (a) or  
clause (b) as  
the facts re-  
quire.

(a) on or in a vein or lode at least three  
miles from the nearest known mine  
or discovery on the same vein or  
lode.

Or

(b) in or upon a vein or lode heretofore  
unknown or undiscovered at a  
distance of at least one mile from  
any known or discovered mine,  
lode or vein.

3. That the nearest mine, vein or lode of valuable ore  
or mineral to the mineral so discovered by me of which I  
have any knowledge or information is situated on  
lot number                     in the                     concession of the  
township of

Sworn before me at the  
of in the of  
this day of A.D. 18 . }

*A Commissioner in H. C. J.*

The material portions of this affidavit are to be confirmed by the declaration of two disinterested persons, stating the facts in their knowledge and their means of knowledge. It is desirable that one of the two should, where that is practicable, be an Ontario Land Surveyor.

FORM 26.

*Affidavit of Ontario Land Surveyor re Application for  
Exemption from Royalty.*

Ontario } I, of the of  
District of } in the of do solemnly  
To wit: } swear:

1. That I am a duly qualified Ontario Land Surveyor.

2. That on the day of A.D. 18 , I  
visited lot number in the concession  
of the township of and saw the valuable ore or  
mineral on or in a vein or lode thereon of which one  
claims to be the original discoverer, such ore or  
mineral consisting of

3. That on said date I carefully examined the location  
of said ore or mineral and ascertained by actual measure-  
ment on the ground that the same is

Strike out  
clause (a) or  
clause (b) as  
the facts  
require.

(a) on or in a vein or lode at least three  
miles from the nearest known mine  
or discovery on the same vein or  
lode.

or

(b) in or upon a vein or lode heretofore unknown or undiscovered at a distance of at least one mile from any other known or discovered mine, lode or vein.

4. That the nearest known mine, lode, or vein of valuable ore or mineral to the said ore or mineral so discovered by said                      of which I have any knowledge or information, is situated on                      lot number in the                      concession of the township of

Sworn before me at the  
                     of                      in the                      of  
                     this                      day of                      A.D. 18                      . }

*A Commissioner in H. C. J.*

The above affidavit may be used by others than surveyors in proof of claim, striking out clause 1 in such case.

---

FORM 27.

UNDER THE DOMINION LANDS ACT.

*AFFIDAVIT by an agent in support of claim for homestead entry on behalf of a person who has not previously settled on the land.*

I, A. B., do solemnly swear (or affirm, as the case may be), that                      , of                      , for whom I am acting herein as agent, is over eighteen years of age, that to the best of my knowledge and belief the land in respect of which application is made is of the class open for homestead and pre-emption entry; that there is no person residing upon the said land, nor are there any improvements thereon, and that this application is made for the exclusive use and benefit of the said                      with the intention



of his residing upon and cultivating the said land, and not directly or indirectly for the use or benefit of any other person or persons whomsoever; and that he has not heretofore obtained an entry for a homestead on Dominion lands.

Subscribed and sworn to, this  
     day of                      , 18      ,  
     before me.                      }      (*Signature.*)

*Local Agent.*

---

FORM 28.

**AFFIDAVIT** *in support of a claim for entry by a person who has previously obtained, and has forfeited his homestead entry, but is permitted by the Minister of the Interior to obtain another homestead entry.*

I, A. B., do solemnly swear (*or affirm, as the case may be*), that I am over eighteen years of age; that to the best of my knowledge and belief the land in respect of which my application is made is of the class open for homestead and pre-emption entry; that there is no person residing on the said land, nor are there any improvements thereon; that I obtained homestead entry on the      day of      , 18      , for the      quarter section of section      township      range      of the      meridian, but forfeited the same; that by order of the Minister of the Interior, which I now produce, I have been permitted to make application for and receive another homestead entry; and that this application is made for my exclusive use and benefit, with the intention of residing upon and cultivating the land applied for, and not directly or indirectly for the use or benefit of any other person or persons whomsoever.

Subscribed, etc.

## FORM 29.

*AFFIDAVIT by an agent in support of a claim for homestead entry on behalf of a person who has bona fide settled and made improvements upon land in advance of survey.*

I, A. B., do solemnly swear (or affirm, as the case may be), that \_\_\_\_\_, for whom I am acting herein as agent, is over eighteen years of age; that to the best of my knowledge and belief the land in respect of which the application is made is of the class open for homestead and pre-emption entry; that the said \_\_\_\_\_ became resident upon and began to cultivate the said land on the day of \_\_\_\_\_, 18\_\_\_\_, before the same was surveyed; that he has resided upon and cultivated the said land in conformity with the requirements of the homestead provisions of the Dominion lands law ever since; that there is no other person residing on, or claiming, or having improvements upon it, and that this application is made for his exclusive use and benefit, with the intention of his residing upon and cultivating the said land, and not directly or indirectly for the use or benefit of any other person or persons whomsoever, and that he has not heretofore obtained an entry for a homestead on Dominion lands.

Subscribed, etc.

---

FORM 30.

*AFFIDAVIT in support of claim for homestead entry by a person who has not previously settled on the land.*

I, A. B., do solemnly swear (or affirm, as the case may be), that I am over eighteen years of age; that to the best of my knowledge and belief the land in respect of which

my application is made is of the class open for homestead and pre-emption entry; that there is no person residing on the said land, nor are there any improvements thereon, and that this application is made for my exclusive use and benefit, with the intention of residing upon and cultivating the said land, and not directly or indirectly for the use or benefit of any other person or persons whomsoever; and that I have not heretofore obtained an entry for a homestead on Dominion lands.

Subscribed, etc.

---

FORM 31.

*AFFIDAVIT in support of claim for homestead entry by a person who has bona fide settled and made improvements upon land in advance of survey.*

I, A. B., do solemnly swear (or affirm, as the case may be), that I am over eighteen years of age; that to the best of my knowledge and belief the land in respect of which my application is made is of the class open for homestead and pre-emption entry; that I became resident upon and began to cultivate the said land on the      day of      , 18      , before the same was surveyed; that I have resided upon and cultivated the said land continuously ever since; that there is no other person residing or having improvements upon it, and that this application is made for my exclusive use and benefit, with the intention of residing upon and cultivating the said land, and not directly or indirectly for the use or benefit of any other person or persons whomsoever; and that I have not heretofore obtained an entry for a homestead on Dominion lands.

Subscribed, etc.

## FORM 32.

*AFFIDAVIT by an agent in support of a claim for homestead entry on behalf of a person who has previously obtained and has forfeited his homestead entry, but is permitted by the Minister of the Interior to obtain another homestead entry.*

I, A. B., do solemnly swear (or affirm, as the case may be) that \_\_\_\_\_, for whom I am acting herein as agent, is over eighteen years of age; that to the best of my knowledge and belief the land in respect of which application is made, is of the class open for homestead and pre-emption entry; that there is no person residing on the said land, nor are there any improvements thereon; that he obtained homestead entry on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, for the \_\_\_\_\_ quarter section of section \_\_\_\_\_ township \_\_\_\_\_ range \_\_\_\_\_ of the \_\_\_\_\_ meridian, but forfeited the same; that by an order of the Minister of the Interior, which I now produce, he has been permitted to make application for and receive another homestead entry, and that this application is made for his exclusive use and benefit, with the intention of his residing upon and cultivating the land applied for, and not directly or indirectly for the use or benefit of any other person or persons whomsoever.

Subscribed, etc.

---

FORM 3a.

*Affidavit of Execution of Lien Agreement.*

(56 Vic. c. 21 (O.) Schedule.)

County of                    }    I (A. B.) of the                    of  
To wit:                    }    (addition) make oath and say :

1. That I was personally present and did see the annexed (or within) instrument (and duplicate, if any, according to the fact), duly signed, sealed and executed by                    and                    the parties thereto.

2. That the said instrument was read over in my presence, and explained to the said                    , and that he appeared perfectly to understand the same, and was informed that it might be registered as an incumbrance on his lands.

3. That the said instrument (and duplicate, if any, according to the fact), was executed at the  
of

4. That I knew the said parties (or one or more of them, according to the fact).

5. That I am a subscribing witness to the said (and duplicate, according to the fact).

Sworn, etc.

FORM 3b.

*Affidavit Identifying Parcels where Party to the Instrument is Deed.*

(57 Vic. c. 35 (Ont.)

County of                    }    I (give name, address and occupa-  
To wit:                    }    tion) make oath and say :

1. To the best of my knowledge and belief, the lands described in the within (or annexed) instrument and duplicate are designated in registered plan No.                    as lots (describe same so as to conform to plan).

2. That                      a party to said instrument, died on or about the       day of                      A.D. 18 (or, as the case may be), that it would be inconvenient (or impossible) to obtain a new instrument, or a re-execution of the said instrument, containing a description conforming to the said plan.

3. That I have a personal knowledge of the matters herein deposed to.

Sworn, etc.

---

FORM 5a.

*Affidavit of Transferor, where Bar of Dower.*

LAND TITLES ACT.

I,                      the transferor named in the above transfer, make oath and say:

That the above named                      is my wife, and we are both over the age of twenty-one years.

Sworn, etc.

---

FORM 5b.

*Affidavit of Transferor, where no Bar of Dower.*

LAND TITLES ACT.

I,                      the transferor named in the above document, make oath and say:

That I am of full age and unmarried.

Sworn, etc.

---

FORM 5c.

*Affidavit of Mortgagor, where Bar of Dower.*

LAND TITLES ACT.

I, \_\_\_\_\_, one of the parties named in the above charge, make oath and say:

That the above named \_\_\_\_\_ is my wife, and we are both over the age of twenty-one years.

Sworn, etc.

FORM 5d.

*Affidavit of Mortgagor, where no Bar of Dower.*

LAND TITLES ACT.

I, \_\_\_\_\_, the mortgagor named in the above charge, make oath and say:

That I am of full age and unmarried.

Sworn, etc.

FORM 5e.

*Affidavit of Attestation of Instrument under Dominion  
Land Titles Act, 1894.*

I (A. B.), of \_\_\_\_\_ in the \_\_\_\_\_ make oath and say:

1. I was personally present and did see \_\_\_\_\_, named in the (within or annexed) instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.

2. That the same was executed at the \_\_\_\_\_ in the \_\_\_\_\_ and that I am the subscribing witness thereto.

3. That I \_\_\_\_\_ know the said \_\_\_\_\_ and he is in my belief of the full age of twenty-one years.

Sworn, etc.

## FORM 10a.

*Declaration of Surveyor under Dominion Land Titles Act, 1894.*

I, \_\_\_\_\_, Dominion Land Surveyor, do solemnly declare that this plan accurately shows the manner in which the land included therein has been surveyed and subdivided by me, and that the said plan is prepared in accordance with the provisions of "The Land Titles Act, 1894."

Dated at \_\_\_\_\_ 18

Signed in the presence of \_\_\_\_\_

## FORM 10b.

*Surveyor's Certificate of Plan.*

I hereby certify that this plan accurately shows the manner in which the land included therein has been surveyed and subdivided by me, and that the said plan is prepared in accordance with the provisions of the Registry Act, 1893.

Dated \_\_\_\_\_ 18 \_\_\_\_\_ A. B.,  
Provincial Land Surveyor.

## FORM 10c.

*Oath of Arbitrators under the Board of Trade General Arbitration Act, 1894.*

I, \_\_\_\_\_, solemnly swear that I will truthfully, diligently, and impartially perform my duty as arbitrator, and I will in all cases (or in the case between \_\_\_\_\_ and \_\_\_\_\_ now) submitted to me, give a true and just award according to the best of my judgment and ability, without fear, favour, affection of or for any party or person whomsoever.

So help me God.



AGREEMENTS.

FORM 83.

*Forms of Commencement of Agreements.*

Memorandum of agreement made this                      day of  
A.D. 189   , between                      of the first part and  
of the second part, witnesseth, etc.

---

This agreement made this                      day of                      189   ,  
between                      of                     , for himself, his heirs, executors  
and administrators, of the one part, and                      of                     , for  
himself, his heirs, executors and administrators of the  
other part, witnesseth, etc.

---

Agreement made this                      day of                      189  
between                      of the one part, and                      of the other  
part. The said                      agrees, etc.

---

It is hereby mutually agreed by and between  
and                      as follows:

---

Agreement made the                      day of                      189   ,  
between                      of                     , hereinafter called the vendor,  
of the one part, and                      of                     , hereinafter called the  
purchaser, of the other part. It is hereby agreed as  
follows:

Articles of agreement made this      day of      189 ,  
 between      and      , merchants and co-partners  
 under the firm name and style of      & Co., of the one  
 part, and The      Company, Limited, a corporation  
 duly incorporated under the laws of the Province of      ,  
 of the other part. The said parties mutually agree as  
 follows :

---

FORM 34.

*Testimonium Clauses.*

In witness whereof the said parties have hereunto set  
 their hands the day and year above written.

---

In witness whereof the said parties to these presents  
 have hereunto interchangeably set their hands and seals  
 the day and year first above written.

---

Witness the hands and seals of the said parties.

---

Witness the hands of the said parties.

---

In witness whereof the said      has set his hand  
 and seal, and      , by virtue of a power of attorney  
 enabling him in that behalf, a copy whereof is hereunto  
 annexed, has set the hand and seal of the said      this  
                  day of      189 .

---

In witness whereof the said The      Company  
 (Limited), has hereunto affixed its corporate seal this  
 day of      189 .

---

FORM 35.

*Forms of Attestation.*

Signed, sealed and delivered in the presence of

Witness to the signature of the said

Signed, sealed and delivered as the act and deed of the  
within named , by his duly authorised  
attorney, in the presence of

Signed, sealed and delivered by the within named  
(a blind person), I having first read over to him  
the above written agreement, when he seemed perfectly to  
understand the same, in my presence.

Signed, sealed and delivered by the said I,  
having read over to him the above written agreement, and  
he having made his mark thereto, in my presence.

FORM 36.

GENERAL FORM OF AGREEMENT.

MEMORANDUM OF AGREEMENT made and entered into  
this day of A.D. 189 .

BETWEEN

WITNESSETH, that the said parties hereto do hereby  
mutually covenant, promise and agree to and with each  
other in manner and form following, that is to say :—

1. That, etc. (*Here add the particular agreement  
entered into between the parties.*)

AS WITNESS the hands and seals of the said parties the  
day and year first above written.

Signed, sealed and delivered  
in the presence of

}

## AGREEMENTS RELATING TO REALTY.

By the fourth section of the Statute of Frauds (29 Car. II. cap. 3), no action shall be brought to charge any person upon any contract or sale of lands, tenements or hereditaments, or any interest in or concerning them, unless the agreement upon which such action shall be brought, or some memorandum or note thereof shall be in writing, and signed by the party to be charged therewith, or some person thereunto by him lawfully authorized. The requisites of a writing to satisfy the Statute are: (1) The names of the contracting parties as such; (2) The consideration; (3) The subject matter or object of the contract, and (4) The signature of the party to be charged, or of his agent lawfully authorized.

## FORM 87.

*Agreement for the Sale of Land:—Common Form.*

MEMORANDUM OF AGREEMENT made                      this  
day of                      A. D. 18

## BETWEEN

hereinafter called the vendor, of the first part

hereinafter called the purchaser, of the second part

The party of the first part agrees to sell, and the party of  
the second part agrees to purchase

for the price or sum of                      dollars of lawful money of  
Canada, payable as follows:

The vendor shall not be required to furnish any abstract  
of title or procure or show any deed or evidence of title  
not in his possession, or any copies of deeds or papers. The  
deed to be given at the expense of the                      and to  
contain only the ordinary statutory covenants, and the  
land to be conveyed free from all dower and incumbrances

The purchaser to be allowed                      days to investigate the title at                      own expense and if within that time he shall furnish the vendor in writing with any valid objection to the title which the vendor shall be unable or unwilling to remove, this agreement shall be null and void, and the deposit money returned to the purchaser without interest. Time to be of the essence of this agreement. The vendor to pay the proportion of insurance premiums, taxes, local improvement assessment, sewer rates, etc., of whatever kind, to this date, after which date the purchaser will assume them. I                      also agree to pay to the usual commission.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals.

Signed, sealed and delivered  
in the presence of

}

FORM 38.

*Another Form.*

ARTICLES OF AGREEMENT, made this                      day  
of                      A.D. 18   , BETWEEN

WHEREAS, the said part                      of the first part    ha  
agreed to sell to the part                      of the second part, and the  
part                      of the second part ha    agreed to purchase of and  
from the said part                      of the first part the lands heredita-  
ments and premises hereinafter mentioned, that is to say:  
All and singular th    certain parcel or tract of land,  
being composed of                      Together with all the privi-  
leges and appurtenances thereto belonging at or for the

NOW IT IS HEREBY AGREED between the parties aforesaid in manner following, that is to say : The said part of the second part, for                      heirs, executors, and administrators, do covenant, promise and agree to and with the said part of the first part,                      heirs, executors, administrators and assigns, that he or they shall well and truly pay or cause to be paid to the said part of the first part,                      heirs, executors, administrators and assigns the said sum of money above mentioned, together with the interest thereon, at the rate of                      per cent. per annum, on the days and times and in the manner above mentioned ; And also shall and will pay and discharge all taxes, rates and assessments, wherewith the said land may be rated or charged from and after this date.

And also shall and will suffer and permit the said part of the second part, heirs and assigns to occupy and enjoy the same until default be made in the payment

of the said sums of money, or the interest thereof or any part thereof, on the days and times and in the manner above mentioned; subject, nevertheless, to impeachment for voluntary or permissive waste.

And it is expressly understood that time is to be considered the essence of this agreement, and unless the payments are punctually made at the times and in the manner above mentioned, the said part of the first part at liberty to re-sell the said land.

In witness whereof, etc.

Signed, Sealed, etc.

---

FORM 39.

*Another Form.*

Memorandum of agreement made this                      day of  
A.D. 18              between                      of the first part  
and                      of the second part.

Witnesseth that the said parties hereto do hereby agree each with the other, in manner following:

1. That the party of the first part agrees to sell to the party of the second part, and the party of the second part has agreed to purchase of and from the party of the first part, the lands and premises hereinafter mentioned being (*here set out the lands and the interest the purchaser is to take therein*), for the price and sum of \$              of lawful money of Canada, to be paid as follows: (*set out the manner and days of payment, and the rate of interest*).

2. The party of the second part is to investigate the title to the same premises at his own expense (*here add any conditions as to production of title deeds, title, etc.*), and to tender a good and sufficient conveyance to the party of

the first part for execution thereof, free from all dower and other incumbrance.

3. The party of the second part is to take possession and the said premises are to be at his risk on the day of (as the case may be).

4. In case the title cannot be made out to the satisfaction of the party of the second part, he, the party of the second part, shall not be entitled to any compensation for any expense incurred in the examination of the title, and he shall have days to examine the same.

5. The mortgage to be given by the party of the second part is to contain the usual covenants, including a covenant to insure to the extent of \$

6. The party of the first part is to pay all taxes, rates and assessments, but the proportionate part of the taxes for the current year is to be borne by the party of the second part.

7. Time is to be the essence of this agreement.

8. The party of the first part is to be at the expense of satisfying the requisitions of title, the execution of the conveyances to the party of the second part, and of the mortgage to himself, and of registering the same, and the party of the second part is to bear all the other expenses.

In witness whereof, etc.

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FORM 40.

*Another Form.*

This agreement made the day of A. D.  
 18 between hereinafter called the vendor ,  
 of the first part; and hereinafter called the  
 vendee , of the second part;



Witnesseth, that the vendor agrees to sell to the vendee, and the vendee agrees to purchase from the vendor, all that parcel of land situate, known and described as follows, viz.:

for the price or sum of  
payable as follows: the sum of on execution of this agreement; and the remainder thus: that is to say: Upon payment of the sum of the vendee is to receive a deed, and is then to execute a mortgage, securing the balance of the purchase money in manner above mentioned.

The deed and mortgage shall be prepared by the vendor or his solicitor, and the expense of the mortgage (which shall contain the usual covenants and insurance clause) shall be borne by the vendee.

The vendee shall examine the title at his own expense. The vendor shall not be required to produce any title deeds other than those in his possession; nor shall the vendor be required to pay for the production of any deeds not in his possession; or to pay for any evidences of title or expenses connected with, or incidental to the examination of the same.

The vendee shall have one week to examine the title; and if not objected to prior to that time, he shall be deemed to have accepted the same.

If the title be objected to, the vendor shall have the privilege of putting an end to the above contract, if he desires to do so, by notice in writing to that effect, to the vendee or his solicitor; and in that event the deposit shall be returned, but the vendee shall not be entitled to any compensation or to any expenses incurred in the examination of the title. The said notice shall be sufficiently served by mailing the same in a registered letter to the post office address of the vendee, or the solicitor employed by him to examine the title.

The vendee agrees to pay the taxes upon the said land for the current year.

It is further understood and agreed that time, both in payment of the principal money and interest under this agreement, shall be considered the essence of this agreement, and unless payments are punctually made in manner above mentioned, these presents shall at the option of the vendor be null and void, and he shall be at liberty to resell the said land, and the payments made by the vendee shall be forfeited.

As witness our hands the day and year first above written.

In presence of, etc.

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SPECIAL CLAUSES IN AGREEMENTS OF SALE AND PURCHASE  
OF LAND.

FORM 41.

*Vendor may cancel sale if Title objected to.*

Should the purchaser insist on any objection to the title or conveyance which the vendor may be unable or unwilling to remove or comply with, the vendor may at any time rescind this agreement of sale, and in that event he shall return the deposit to the purchaser, who shall not be entitled to any interest, damages or costs. *Or,*

That, in case the purchaser shall object to the title, the vendor shall be at liberty to annul the sale on returning the deposit to the purchaser, without interest, and paying all reasonable expenses incurred by the purchaser in respect of such contract. *Or,*

That, in case the purchaser shall object to the title in manner above provided, the vendor shall be at liberty, if he shall think fit, by notice in writing, to vacate the sale, and thereupon such sale shall be absolutely null and void to all intents and purposes whatsoever; and the purchaser shall be repaid his deposit money, but without interest.

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and all reasonable expenses sustained by him in respect of such sale : and each contracting party shall be placed in the same situation as if no agreement had ever been made, unless the purchaser shall, within fourteen days next after the receipt of such notice from the vendor, agree to accept the title unconditionally ; and such right of the vendor to annul the sale as aforesaid shall not be considered as waived, or in any manner affected, by any negotiation as to such objection or requisition, or attempt to obviate such objection, or to comply with such requisition, or to remedy any defect that may be objected to.

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FORM 42.

*Defect in the Title in part of the lands not to annul the contract as to the rest.*

That, if it should appear that a good title cannot be made to some of the lots, or to some part of the lands comprised in any lot or lots this shall not annul the sale in respect of any other lot or lots, or of the other part of any lot or lots to some portion of which a good title cannot be made : but the contract shall be carried into effect as to the residue of the lots, or property comprised in such lot or lots to some portion of which a good title cannot be made, and a proportionate reduction made in the purchase money.

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FORM 43.

*Misdescription not to annul the sale.*

If any error or omission affecting the quantity of land shall be discovered in the description of the property before the actual conveyance thereof but not afterwards, compensation shall be allowed or given as the case may require, or,

The number of acres is believed to be correctly stated, but is not warranted to be so; but should any error appear to have been made therein, to the prejudice of the purchaser, or any error in the description of the property, or of the vendor's interest therein, such error shall not annul the sale, but compensation shall be made.

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FORM 44.

*Sale subject to a mortgage.*

The said premises are sold subject to a mortgage for the sum of                      dollars, made by the said vendor to                      , dated the              day of              18      , which said mortgage, with the interest thereon, from and after the              day of              18      , the said purchaser hereby assumes, or,

The said premises are to be conveyed within              days from this date by a good and sufficient deed of the party of the first part, conveying a good and clear title to the same free from all incumbrances, excepting a mortgage thereof made by said party of the first part to              of                      , for the sum of                      dollars, dated the              day of                      , and registered in the Registry Office for the county of                      , as number                      in liber                      , folio                      , which said mortgage, and the interest thereon to the date of the conveyance hereby contracted to be made, the said party of the second part is to assume and pay as part of the purchase money of said premises.

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FORM 45.

*Incumbrances to be discharged prior to Conveyance.*

That all incumbrances to which the said premises, or any of them, may be subject, shall be discharged by and at the expense of the said vendor, and the said premises

effectually released therefrom previously to the conveyance to the said purchaser; which said release or discharge of incumbrances shall be effected by a separate and distinct assurance or assurances, and be prepared by the solicitor of, and at the expense of, the said vendor, and be approved by the solicitor of, and at the expense of, the said purchaser; but the expense of such execution shall be borne by the said vendor.

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FORM 46.

*Purchaser to be at expense of getting in outstanding estates.*

But the conveyance, assignment, or surrender of any outstanding estate, term, or interest, and the obtaining of any probate or letters of administration, or any document required for evidencing the title thereof, shall be prepared or obtained by the solicitor of the said vendor, at the expense of the said purchaser.

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FORM 47.

*Sale subject to existing tenancies.*

And said premises are sold subject to the existing tenancies, a schedule of which shall be given to the purchaser upon the execution of the conveyance herein provided for; or

Excepting such leases, not exceeding the term of years, or any lesser term, as the said vendor may have already granted of the said premises, or of some part thereof, at the full improved rents, reserved to be made payable yearly or more frequently, during the continuance of the estates granted by the same leases, respectively.

## FORM 48.

*Subject to a lease for lives.*

Excepting a certain indenture of lease, bearing date the  
 day of , 18 , whereby a certain portion  
 of the said premises, viz. were demised  
 by of to of for the term  
 of years, determinable on lives of  
 whom are now living, at the yearly rent of  
 payable half-yearly, at and

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## FORM 49.

*Undertaking that tenants shall deliver up peaceable possession.*

The said vendor doth hereby undertake and agree with  
 the said purchaser that sufficient notices have been served  
 upon the several tenants of the said premises to quit the  
 possession thereof on the day of next; on  
 which day such tenants shall and will be compelled to  
 deliver up peaceable possession of the said premises  
 accordingly.

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## FORM 50.

*Possession and adjustment of rents, etc.*

Possession of said premises shall be delivered to said  
 purchaser on the said day of next, and  
 from that day all rents, taxes, or other income or charges,  
 shall, if necessary, be apportioned between the vendor and  
 purchaser; or

Possession of the said premises shall be delivered to the  
 said purchaser on the day of , from which  
 time he shall be entitled to receive the rents and profits

thereof; all outgoings in respect of the said premises, up to the said                      day of                      , to be discharged by the said vendor; or

The vendor will pay all rents, taxes, assessments, and all other outgoings for the said premises, up to the day of                      next.

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FORM 51.

*Purchaser to buy fixtures at valuation.*

The purchaser shall take, and on the completion of the purchase pay for, the fixtures and fittings in the said dwelling house and buildings, and specified in the schedule hereto annexed, at the valuation therein mentioned.

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FORM 52.

*Forfeiture of deposit and resale on purchaser's default.*

If the purchaser shall refuse or neglect to complete his purchase at the time hereby appointed, his deposit money shall be absolutely forfeited to the vendor, who shall be at full liberty, at any time afterwards, to resell the property, either by public auction or private contract; and the deficiency, if any, occasioned thereby, together with all losses, damages, and expenses of and attending the same, shall be borne and paid by the purchaser, but any increase in price in the price obtained at such sale shall belong to the vendor.

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FORM 53.

*Liquidated damages for non-performance.*

That for the due performance of this contract each party binds himself unto the other in the sum of                      dollars, which shall be recoverable as liquidated damages

between them in addition to and irrespective of any other right, liability and remedy which either of them may have acquired or be subject to by virtue hereof ; or

And for the due performance of the several agreements herein contained on their respective parts, each of them the said parties hereto binds himself, his heirs, executors and administrators and assigns, in the sum of dollars by way of liquidated damages, and not by way of penalty.

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FORM 54.

*Vendor to retain title deeds, but to give covenant to produce.*

That such of the title deeds, writings and muniments of title, relating to the said premises, as shall relate also to other property of the vendor of equal or greater value shall be retained by him, on his entering into the usual covenant to be prepared, at his own expense, to produce the original ; but such covenant shall become void if the vendor shall afterward sell the premises retained by him, or any portion of the same, and deliver the said deeds writings and muniments of title to the purchaser thereof and procure such purchaser to enter into the same or the like covenants.

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FORM 55.

*Purchaser of the largest amount in value to have title deeds.*

The purchaser of the largest amount in value shall be entitled to the title deeds, which are to be delivered over to him on the completion of the purchase, upon his entering into the usual covenant for their production ; but any purchaser, upon the completion of his purchase, shall be entitled, at his own expense, to attested copies of all or any of such deeds, but no part of such expense is to be borne by the vendor.

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FORM 56.

*Agreement for an Exchange of lands.*

Agreement made the                      day of                      , 18                      ,  
between                      of                      , of the first part, and                      of  
                    , of the second part. Whereas the said party of the  
first part is the owner in fee simple of a certain parcel of  
land with the buildings thereon, situate in                      aforesaid,  
bounded and described as follows, namely, etc.; and  
whereas the said party of the second part is the owner in  
fee simple of certain parcels of land situate in said  
bounded and described as follows, namely, etc.; and  
whereas the said parties have agreed to make an exchange  
by way of mutual sale and conveyance of their said respec-  
tive properties, now it is agreed as follows:—

That the said party of the first part shall, in considera-  
tion of the property hereby agreed to be conveyed by the  
said party of the second part to the said party of the first  
part, and of the sum of money to be paid by the said party  
of the second part to the said party of the first part, as  
hereinafter mentioned, sell and convey to the said party  
of the second part, the said described land of said party of  
the first part, with the buildings thereon, and the appurten-  
ances thereof, in fee simple in possession, free from all  
incumbrances.

That the said party of the second part shall, in con-  
sideration of the property hereby agreed to be conveyed  
by the said party of the first part to the said party of the  
second part, sell and convey to the said party of the first  
part the said described land of said party of the second  
part with the appurtenances thereof, in fee simple in  
possession, free from all incumbrances, and shall pay to the  
said party of the first part the sum of money hereinafter  
mentioned.

The said premises belonging to the said party of the  
first part being considered to be of greater value than the

said premises belonging to said party of the second part by the sum of            dollars, the said party of the second part shall, upon the execution of said conveyances, pay to the said party of the first part the sum of            dollars, the difference in value of the said premises.

The said exchange shall be completed on the day of            , at the office of            , at            , when each of said parties shall, by good and proper deeds, convey the said premises belonging to him unto the other of them, free from all incumbrances.

Each of the said parties shall be entitled to the possession and to the receipts of the rents and profits of the premises hereby agreed to be conveyed to him from the day of            .

If from any cause whatever the said respective conveyances shall not be completed on or before the said day of            next, interest at the rate of            per cent. per annum upon the sum to be paid for equality of value, as aforesaid, shall be paid by the said party of the second part from the said            day of            next, until the completion of said conveyances.

In witness, etc.

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FORM 57.

*Agreement for partition between tenants in common.*

Agreement made this            day of            , 18    ,  
between            of            , of the one part, and  
of            , of the other part.

Whereas,            , of            , lately died intestate, possessed of certain lands, situate at            , and shown on the plan hereto annexed, and leaving the parties hereto his only heirs at law, and whereas said parties have now agreed to make partition thereof between them, as herein-after mentioned, so that their respective portions may

thenceforth be held in severalty; now these presents witness that they, the said parties for themselves and their respective heirs, executors, and administrators, hereby mutually agree that they severally will, on or before the day of next, make partition of the said premises between them, and that such partition shall be carried out according to the valuation of , of , land surveyor; and that they will severally be bound by his decision and award, which shall be made and delivered in writing, on or before the day of next; and also that they will, on or before the day of next, execute mutual conveyances to each other, their heirs and assigns, of such part or parts of the said premises as shall be so awarded and allotted to them respectively; provided the said surveyor shall have then made his award, but if not, within days next after the making and delivery thereof; and also that in such mutual conveyances there shall be inserted a proper plan of the said premises, distinguishing by colors, quantities, and boundaries such parts of the said premises as shall have been so allotted and awarded to them respectively; and that the same shall afterwards be held and enjoyed by them respectively in severalty accordingly; and also that, in case any inequality shall happen on either side, the party having the larger portion in value shall pay to the other of them such a sum as shall be awarded by the said surveyor as an equivalent thereto, which shall be paid to the other of them on the execution of such conveyances as aforesaid; and also that the costs and expenses of and attending the said survey and partition of the said conveyances (as well as of and attending the preparation and execution of these presents), and incident thereto, shall be borne by the said parties in equal moieties. In witness, etc.

## FORM 58.

*Agreement between adjoining Landowners as to the Continuance of an Encroachment.*

Agreement made this                      day of                      , 18  
between                      , of                      , party of the first part, and  
                    , of                      , party of the second part. Whereas  
the said party of the first part is the owner of a building  
situate on the northerly side of                      street, in the said  
city of                      , and the said party of the second part is  
the owner of a lot of land adjoining thereto on the easterly  
side thereof; and whereas by mistake a portion of the east  
wall of said building belonging to said party of the first  
part encroaches on the land of the said party of the second  
part: it is now mutually agreed as follows:—

The said encroachment of the said east wall of the  
building belonging to the party of the first part shall be  
deemed to have been made, and the continuance of the  
same hereafter shall be deemed to be, with the express  
license and consent of the said party of the second part, to  
the intent that the said party of the first part shall not  
acquire any easement or right in respect thereof.

The said party of the first part shall pull down and  
remove the said wall, so far as the same encroaches upon  
the land of the said party of the second part, within  
months after the said party of the second part shall have  
given to the said party of the first part, or to the owner or  
occupant for the time being of the said house, a notice in  
writing in that behalf, and every such notice shall be suffi-  
cient if left at the said house, although not addressed to  
any person by name or description.

The respective owners for the time being of the said  
lots of land shall have the benefit of and be bound by this  
agreement, and shall be deemed to be included wherever  
the names of the said parties hereto respectively occur.

In witness, etc.

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FORM 59.

*Agreement for a Mortgage.*

Memorandum of agreement made this                      day of  
A.D. 18

Between                      (hereinafter called the lender) of the  
first part, and                      (hereinafter called the borrower) of  
the second part, witnesseth :—

1. That the lender will advance and the borrower will  
borrow, upon the security hereinafter mentioned, a loan of  
\$

2. The borrower shall execute a proper mortgage deed  
with the usual covenants to repay principal and interest.

3. The terms of the mortgage are to be as follows :—

4. The security shall be first mortgage in fee simple  
with good title to the property, of which the following is  
a description :—

5. Preparation of the deeds shall be made at the  
expense of the borrower, and all other expenses to be  
incurred or incidental to the said loan.

In witness whereof, etc.

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FORM 60.

*Agreement for Extension of Mortgage.*

Memorandum of agreement made in duplicate this  
day of                      , A.D. 18                      , between (*name and  
description of mortgagee*) of the first part and (*name and  
description of mortgagor*) of the second part and

wife of the said party of the second part, of the  
third part. Whereas the said party of the second part by  
indenture dated this                      day of                      , 18                      , mortgaged  
certain lands and premises, therein mentioned, to the said

party of the first part to secure repayment of dollars and interest thereon, at the rate of      per cent. per annum, payable at the times and in the manner therein set forth; and the said party of the third part did join therein for the purpose of barring her dower.

And whereas there is now owing to the said party of the first part in respect of the said indenture, the sum of      dollars. And whereas the said party of the second part is desirous of      extending the time for payment of the said principal sum, and the said party of the first part has consigned thereto on his waiving all privileges for prepayment contained in the said mortgage and subject to conditions herein.

Now it is hereby agreed that the following redemption clause shall be substituted for that contained in said mortgage, which will be construed and read as follows. Provide the said mortgage to be void on payment of dollars, as follows: (*insert proviso agreed upon*) together with interest upon all unpaid principal (both before and after maturity and default) at the rate of      per cent. per annum, payable      yearly, on the      day of      , in each and every year, until the said principal sum shall be fully paid and satisfied. The first of said instalments of principal and interest to become payable on the day of      , 18      , and such interest to be computed from the      day of      , 18      .

In all other respects the said mortgage shall continue in force as written. The said party of the second part covenants with the said party of the first part that he will pay the said principal sum and interest on the days and times above stated, and in default of payment of any instalment of interest, the same shall become principal and bear interest at the rate aforesaid.

The said party of the first part consents to such extension on the terms and conditions above stated, in so far as he may do so without infringing on or in any

way affecting the interests of other parties in the said mortgaged premises, and the said party of the first part reserves to himself all his rights and remedies against any surety or security he may have for payment of said debt or right he may have against any third person or persons upon his original security.

In witness, etc.

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FORM 61.

*Agreement by Mortgagor to postpone Sale under Power.*

THIS AGREEMENT, made in duplicate the                      day of                      , A.D. 18                      , between                      , hereinafter called the party of the first part, and                      , hereinafter called the party of the second part.

Whereas                      , by indenture of mortgage, dated the                      day of                      , A.D. 18                      , and registered in the registry office for the county of                      , on the day of                      , A.D. 18                      , did mortgage unto                      , the lands and premises therein described, for the sum of                      dollars.

And whereas the said party of the first part is now owner of the said mortgage, and the said party of the second part is now owner of the equity of redemption in the said mortgaged premises.

And whereas by virtue of a power of sale contained in said mortgage the said party of the first part, after giving due notice of sale under the power, has now, at the request of the said party of the second part, consented to postpone such sale for the period of                      , for the purpose of enabling him, the said party of the second part to obtain the money for paying off the said mortgage, on his entering into the stipulations hereinafter contained: Now this agreement witnesseth that, in consideration of the premises and of the agreement by the party of the second

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party hereinafter contained, he, the said party of the first part hereby agrees with the said party of the second part that he will not for the space of \_\_\_\_\_ from the date hereof, sell, or proceed to offer for sale, under such power, the said mortgaged premises, but will permit the said party of the second part to enjoy the same during such period of extension.

The said party of the second part, in consideration of such forbearance, hereby agrees that, in case of default of payment of the principal or interest of said mortgage at the expiration of such extended time of payment, he will not in any way hinder or attempt to prevent the sale of the said premises by the said mortgagee, under the power of sale contained in said mortgage. And the said party of the second part hereby further agrees that such sale may be held without any further notice to him, the said party of the second part, his heirs or assigns, hereby waiving any irregularities in the aforementioned notice already given. And the said party of the second part further agrees that, upon request, he will execute a good and sufficient conveyance of the mortgaged premises to the said mortgagee, his heirs or assigns, or to such person or persons as he or they may direct; and that he will make such conveyance without a previous sale in confirmation thereof; and in the event of a conveyance in pursuance of this agreement, he will deliver up peaceable possession of the said premises to the purchaser at such sale, or to the grantee under such conveyance.

And the said party of the second part further agrees that, during the period of extension hereby allowed, he will not do or suffer any act to be done which may injure the said premises, but will keep the same in all respects in good repair and condition.

In witness, etc.



**FORM 62.**

*Agreement to cultivate Land on Shares.*

This agreement, made the                      day of                      ,  
between A. B., of                      , and C. D., of                      ,  
witnesseth: —

That the said A. B. agrees that he will break up, properly fit, and sow with wheat, all that field belonging to the said C. D., lying immediately north of the dwelling-house and garden of the said C. D., in the town of \_\_\_\_\_, aforesaid, and containing twenty acres or thereabouts, on or before the twenty-fifth of September next.

That, when the said crop, to be sown as aforesaid, shall be in fit condition, he will cut, harvest, and safely house it in the barn or barns of the said C. D.; and that he will properly thresh and clean the same, and deliver one-half of the wheat, being the produce thereof, to the said C. D., at the granary near his dwelling-house, as aforesaid, on or before the            day of           , in the year 18

It is understood between the parties, that one-half of the seed wheat is to be found by the said C. D.; that the said A. B. is to perform all the work and labor necessary in the premises, or cause it to be done; and that the straw is to be equally divided between the parties, within ten days after the crop of wheat shall have been threshed, as aforesaid.

**Signed, etc.**

**FORM 63.**

### *Agreement for Sale of Standing Timber.*

This Indenture, made the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 18\_\_\_\_, between \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_ and Province of Ontario, \_\_\_\_\_ of the \_\_\_\_\_ first part; and \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_ in the province aforesaid \_\_\_\_\_ of the second part, as follows :

The said party of the first part, for and in consideration of the payments hereinafter mentioned to be made to him, hereby grants, bargains, sells and assigns to the said party of the second part, his heirs, executors, administrators and assigns, all the standing                    trees and timber now standing, growing, lying or being in and upon that certain parcel of land and premises, situate, lying and being in the township of                    in the county of                    and province of Ontario, containing by admeasurement                    acres, be the same more or less, and being composed of

To have and to hold the said trees and timber to the said party of the second part, his heirs, executors, administrators, and assigns, to and for his and their sole and only use. The said party of the second part, his agents, servants and workmen, with or without horses, carts, waggons or sleighs, shall at all times within                    years from the date hereof, have full liberty to enter into and upon the said lands, and to fell the said trees and timber in such manner as he or they shall think fit, and cut and convert the same into such convenient logs, bundles or stacks as he or they shall think proper, with full liberty to bring horses, cattle, waggons, trucks, carts and sleighs in and upon the said land for the purpose of removing the said trees and timber at such times and in such manner, as he or they may think proper.

The said party of the second part hereby agrees to and with the party of the first part to pay him for the said trees and timber so being upon the said land the sum of                    in manner following :

And the said party of the first part, for himself, his heirs, executors and administrators, covenants, promises and agrees to and with the party of the second part, his heirs, executors, administrators and assigns, that he has a good title in fee simple to the said lands, and good right, full power and absolute authority to sell and dispose of

the said timber and trees, and that they are free from all incumbrances of any kind whatsoever.

**In witness, etc.**

**Signed, sealed, etc.**

**FORM 64.**

### Another Form.

This Indenture, made in duplicate this                      day of                      , A.D. 18                      , in pursuance of the Act respecting short forms of conveyances, between                      of the                      of                      in the county of                      and                      his wife                      of the first part; And                      of the second part.

Witnesseth that the said part of the first part for and in consideration of the sum of dollars, of which dollars are now paid to by the said part of the second part (the receipt whereof is hereby by acknowledged) and the balance is to be paid as hereinafter set out, do hereby grant, bargain, sell and assign unto the said part of the second part heirs and assigns all the pine timber now standing, growing or being in or upon all and singular that certain parcel or tract of land and premises situate lying and being in the township of in the county of and more fully described as follows:

To have and to hold the same unto the said part of the second part heirs and assigns for ever Together with full power, liberty, right and authority for the said part of the second part servants, workmen and agents from time to time and at all reasonable times hereafter during the term of years to fell.

cut down, grub up, saw, dress, hew and work up the said timber. And together with full and free ingress, egress and regress for the said part of the second part servants, workmen and agents with or without horses, oxen, waggons, carts, sleighs, trucks and teams to enter into and upon and over the said lands and premises for the purposes aforesaid, and also for the purpose of taking and carrying away the said timber, with liberty also to make all such roads as may from time to time be necessary for getting out and removing the said timber, and for that purpose to cut, fell, hew and remove such trees, logs and brush as may be deemed necessary.

And the said part of the first part hereby for heirs, executors and administrators covenant with the said part of the second part executors, administrators and assigns that ha the right to convey the said timber to the said part of the second part. And that the said part of the second part shall have quiet possession of the said timber free from all incumbrances, and that will execute such further assurances of the said timber as may be requisite, and that ha done no act to encumber the said timber.

And the said part of the first part hereby release to the said part of the second part all claims upon the said lands in so far as the same may affect the said timber.

And the said part of the second part for heirs executors and administrators covenant with the said part of the first part executors, administrators and assigns, that will pay the said part of the first part executors, administrators or assigns the said sum of dollars, as follows, that is to say:

In witness, etc.

Signed, sealed, etc.

***Agreement that Purchaser may retain part of Purchase Money until a Defect in the Title is removed.***

Whereas by a contract, bearing date the \_\_\_\_\_ day of \_\_\_\_\_ last, the said vendor agreed to sell, and the said purchaser agreed to purchase, for the sum of \_\_\_\_\_ dollars, the parcel of land in said contract described; and whereas in the course of investigating the title it is found that there is an undischarged mortgage upon the said premises, and that the amount due upon said mortgage is in dispute so that it cannot be immediately discharged, but the said purchaser has agreed to complete the said purchase immediately, on being allowed to retain the sum of \_\_\_\_\_ dollars out of the purchase money until the said mortgage shall be discharged.

Now these presents witness that, in pursuance of such arrangement, he, the said purchaser, hereby agrees to pay the residue of the said purchase money, and to complete the said purchase whenever the said vendor shall cause said mortgage to be discharged, and until such time to pay interest on the said sum retained out of the purchase money at the rate of                      per cent. per annum.

And it is hereby mutually agreed that in case the said vendor shall be unable or shall neglect to procure a discharge of said mortgage within \_\_\_\_\_ calendar months from the date hereof, the said sum of \_\_\_\_\_ dollars so retained as aforesaid out of the purchase money shall be absolutely forfeited and shall belong to the said purchaser, who shall be at liberty to retain the same to apply to the payment of said mortgage, so far as required and as liquidated damages in respect of the said defect of title; and thereupon the said purchaser shall be no longer liable to

pay or account for said sum, but shall be absolutely discharged therefrom; and the said vendor shall be discharged from all obligation to procure a discharge of the said mortgage. In witness, etc.

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## FORM 66.

*Agreement for a Lease.*

Agreement made the       day of       18    , between A. B., of       in the       (hereinafter called the landlord) of one part, and C. D., of       in the       (hereinafter called the tenant) of the other part. Witnesseth that the landlord agrees to grant, and the tenant agrees to accept a lease of all and singular (*describe the parcel*), for 21 years, to commence from the       day of       , 18    , determinable at the end of the first 3, 7 or 14 years, at the option of the tenant, to be signified by not less than six calendar months' notice in writing to the landlord, at the yearly rent of \$       clear of all existing and future rates, taxes and assessments.

The said net rent shall be paid half-yearly on the days of       and       , the first of such half-yearly payments to be made on the       day of       , 18    .

The lease shall contain the following covenants by the tenant: To pay net rent as aforesaid; to keep the premises with the fixtures in good repair, damage by fire, tempest or external explosions excepted: to yield up the premises with the said fixtures in good repair at the end of the term (reasonable wear and tear and such damage as aforesaid excepted); to use the premises as a private dwelling house only; not to assign or sublet the premises without the written consent of the landlord, provided always, and it is hereby expressly agreed, that such consent shall be granted free of charge and not be unreasonably withheld.

The lease shall contain the following covenants by the landlord : the usual qualified covenant for quiet enjoyment a covenant to insure and keep insured the premises against fire to the amount of \$                      at the least ; and to rebuild within six months in case of fire.

The lease shall contain the following provisoes : a proviso for re-entry by the landlord in any of the following cases : on non-payment of rent within                      days after demand in writing thereof : on the tenant becoming bankrupt ; on (*here add other events to which it is intended that an absolute proviso for re-entry shall apply*).

And it is further agreed that the landlord shall forthwith put the premises into complete tenantable repair.

Signed, etc.

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FORM 67.

*Agreement to execute a Lease after the Erection of Buildings.*

This agreement, made this                      day of                      , in the year one thousand eight hundred and                      , between A. B. and C. D., both of the city of                      and the Province of                      of

Witnesseth, that the said A. B. has agreed, so soon after the said C. D. shall have erected the building hereinafter described, upon a lot of ground owned by the said A. B. in fee simple in said city, also hereinafter described, to execute and deliver to the said C. D. a sufficient lease for ninety-nine years, renewable forever, reserving a rent of \$                      payable in equal semi-annual payments of \$                      each, accounting from the                      day of                      in the year eighteen hundred and                      , with covenants and conditions, in common use in leases for ninety-nine years, renewable forever, in the said city, of all that lot of ground situated

and lying in said city of                      and thus described ; that is to say : (*full description of the property agreed to be leased*).

And this agreement further witnesseth that, in consideration of the premises, the said C. D. hereby agrees to erect on the said lot, in a good, substantial and workman-like manner, a                      story brick building,                      feet front and                      feet deep, with a mansard roof and back-building, etc., to be completed on or before the                      day of                      in the year eighteen hundred and                     

Witness our hands and seals, the day and year first above written.

A. B.                      [Seal].

C. D.                      [Seal].

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FORM 68.

*Agreement for Tenancy of House.*

Memorandum of agreement entered into this  
day of                      A.D. 18                      , between                      of the one  
part, and                      of the other part.

Whereby the said                      agrees to let, and the said  
                    agrees to take, all that messuage or tenement and  
premises with the appurtenances :

To hold for the term of                      years, to commence  
from the                      day of                      18                      , at the clear yearly  
rent of                      payable quarterly, free from any deduction  
in respect of taxes, rates or impositions, the first quarterly  
payment to be made on the                      day of                      next.  
And the said                      agrees to pay the said rent on the  
                    days of                      in each year, free from deduction  
as aforesaid, and that he will not do, commit or permit on  
the said premises any waste or damage or anything which  
may be or become a nuisance or annoyance to any of the  
tenants or premises adjoining, and that on the expiration or



determination of the tenancy hereby created, he, the said  
 will quietly deliver up the said premises to the said  
 in as good repair and condition as the same now are in  
 (reasonable wear excepted), and also that in the event of  
 any one quarter's rent or any part thereof being in arrear  
 and unpaid for one week after it shall have become due  
 and payable by virtue of this agreement and no sufficient  
 distress can be had or levied for the amount so due, or in  
 the event of the said premises being untenanted in the  
 usual and ordinary acceptance of such term, or if the said  
 premises or any part thereof shall be let to disorderly or  
 disreputable persons, then, and in any such case, it shall  
 and may be lawful for the said                      and any other  
 person entitled to the said premises to enter into and take  
 possession of the same and expel the said                      there-  
 from without bringing any ejectment or other proceeding  
 at law for the recovery of such possession, and that thence-  
 forth this agreement shall as to everything (except the  
 recovery of any arrears of rent or damages then due or  
 incurred) be utterly void, and the interest of the said

absolutely forfeited and the said                      shall be  
 barred and precluded from commencing or maintaining any  
 action of trespass or otherwise by reason of such possession  
 being taken as aforesaid, And it is hereby further agreed  
 that at the expiration of the said term of                      years  
 (unless the tenancy hereby created shall have been pre-  
 viously determined) the said                      may hold, occupy and  
 enjoy the said premises from quarter to quarter at the rent  
 and upon and subject to the terms and stipulations herein-  
 before mentioned, for so long a time as the said  
 and                      shall agree, and that after the expiration of the  
 said term of                      years each of the said parties shall be  
 at liberty to determine the said tenancy by giving to the  
 other a quarter's notice, in writing, expiring on one of the  
 said quarterly days.

In witness, etc.

Signed, sealed, etc.

## FORM 69.

*Agreement for a Yearly Tenancy of a House.*

An agreement made this       day of       , A.D.  
18 . Between A. B. and C. D.

1. The said A. B. lets, and the said C. D. takes, the house number       in       street, with the appurtenances, from the       day of       18 , from year to year, at the yearly rent of       , payable quarterly on the usual quarter days.

2. The said C. D. will not assign or sub-let, or part with the possession of the premises, nor let any portion thereof as lodgings, nor use the same save as a dwelling house.

3. The said C. D., when the tenancy ends, shall deliver up the premises in good order and repair, reasonable wear and unavoidable accidents excepted.

Signed, etc.

## FORM 70.

*Agreement for Letting a House for Three Years, with usual stipulations.*

Memorandum of agreement made this       day  
of       , between A. B., of       (landlord),  
of the one part, and C. D., of       (tenant), of the  
other part.

1. The said A. B. hereby agrees to let, and the said C. D. hereby agrees to take, from the       day of       , for the term of three years, all, etc. (*describe the property*), at the yearly rent of       dollars, payable by four equal quarterly payments, on the       day of       , the       day of       , the       day of       , and the       day of       , in every year; the first payment to be made on the       day of       next.

2. The said C. D. agrees to pay the said rent at the several days and times as aforesaid.

3. Also, to pay the rates, taxes and all outgoings of every kind and description, whether local or parliamentary, which, during said term, shall be charged, assessed or imposed upon the said premises, or the landlord or tenant in respect thereof.

4. Also, to keep the glass of the windows and all internal parts of the said premises in repair, and so leave the same at the end of the said term, accidents by fire flood or tempest only excepted.

5. And also shall not assign, underlet or part with the possession of the said premises without the consent in writing of the said A. B., nor use the same other than and except as a private dwelling house.

6. And the said A. B. agrees to keep all the external parts of the said premises in good repair.

7. And it is hereby also mutually agreed between the said A. B. and C. D. that a lease, pursuant to the above terms, and containing a covenant for payment of the rent on the several days herein before mentioned, and all other usual clauses, covenants, conditions and agreements, shall be at any time prepared and executed by the said A. B. at the request and cost of the said C. D., and shall also contain a proviso, that if the said rent shall be unpaid twenty days after any or either of the said days of payment, or if the said C. D. shall make default in performing any of the covenants, conditions and agreements to be contained in the said lease, on his part to be observed and performed, it shall be lawful for the said A. B. to re-enter and determine the tenancy of the said C. D.

8. Also, that the said term hereby agreed to be granted shall, at the option of the said A. B., determine, and the said A. B. have an immediate right of entry, in case the said C. D. shall assign, underlet, or part with the

possession of the said premises, without such license as aforesaid, or in case the said C. D. shall make an assignment for the benefit of his creditors, or shall permit any writ of execution to be levied upon his goods.

9. Provided always that this instrument shall not operate as a lease or present demise of the said premises or any part thereof, but as an agreement for a lease.

As witness, etc.

Signed, etc.

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FORM 71.

*Agreement for letting Unfurnished Lodging.*

An agreement made this       day of       A.D. 18  
between A. B. and C. D.

The said A. B. lets, and the said C. D. takes, the two rooms on the first floor of the house No.       , in street, for a week, at the rent of       , and so on from week to week, until the tenancy is ended by a week's notice in writing.

In witness, etc.

Signed, etc.

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FORM 72.

*Agreement for letting a Furnished Lodging.*

An agreement made this       day of       A.D. 18  
between A. B. and C. D.

1. A. B. lets to C. D. the rooms on the first floor of the house No.       in       street, ready furnished, from the       day of       18       , and agrees to supply customary attendance, together with the use of suitable linen, plate,

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china and glass, for a week at the rent of                      per week, and so on from week to week till the tenancy is ended by a week's notice in writing on either side.

2. The said C. D. takes the said rooms with such attendance and use at the rent aforesaid, and agrees that if he shall damage the said rooms, or any articles used or being therein, he will restore them to their present condition or replace them (damage by reasonable wear and tear excepted).

In witness, etc.

Signed, etc.

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FORM 73.

*Agreement for letting a Furnished House.*

An agreement made this                      day of                      A.D. 18  
between A. B. and C. D.

1. The said A. B. lets, and the said C. D. takes, the house No.                      in                      street, with the appurtenances and the furniture and effects therein, for a month from the day of                      18                      , at the rent of                      per month and so on, from month to month, till the tenancy is determined by a month's notice in writing on either side.

2. If the said C. D., his family, or servants, shall damage the said house, or any of the said furniture and effects, he shall restore them to their present condition, or replace them (damage by reasonable wear and tear excepted).

3. The said A. B. is to defray all outgoings in respect of the said premises.

4. The said A. B. or his agents may enter upon, and inspect the premises during the tenancy, on the first day of every month; but if the same falls on a Sunday, or public holiday, then on the first day thereafter.

5. If the said C. D. continues the tenancy from the day of                      18                      , he shall pay thenceforth                      rent per month.

In witness, etc.

Signed, etc.

## BUILDING CONTRACTS.

## FORM 74.

*Agreement with a Builder for Erecting a House or other Building.*

THIS AGREEMENT, made this            day of            , 18  
by A. B., hereinafter styled the owner, and C. D., herein-  
after styled the contractor, both of the city of            in  
the province of

Witnesseth, that the said C. D. does hereby covenant,  
promise, and agree with the said A. B. that he, the said  
C. D., shall, for the consideration hereinafter mentioned, on  
or before the            day of            , 18    , well and suffi-  
ciently erect and finish a brick and stone building upon  
that certain lot at the north-east corner of            and  
streets, in said city of            , said building to have a  
frontage of forty feet on            street and seventy feet  
on            street, conformably to the drawings and  
specifications made by D. F. and signed by the parties and  
hereunto annexed, within the time aforesaid, in a good  
workmanlike and substantial manner, to the satisfaction  
and under the direction of the said D. F., to be testified by  
a written certificate under the hand of the said D. F., and  
shall and will find and provide such good, proper and  
sufficient materials, of all kinds whatsoever, as shall be  
proper and sufficient for completing and finishing all the  
foundations, walls, ceilings, floors, roofings, and other works  
of said building mentioned in the plans and specifications,  
for the sum of            dollars.

And the said A. B. does hereby promise and agree with  
and to the said C. D. that he, the said A. B., shall and will,  
in consideration of the covenants and agreements being  
strictly performed and kept by the said C. D., as specified,  
well and truly pay, or cause to be paid, unto the said C. D.  
the sum of            dollars in the following manner :  
dollars when the masons' work is completed ;            dollars

when all the plaster work has been done ;                      dollars  
 when all the windows are in, and the balance of  
 dollars upon the expiration of thirty days after the completion and acceptance of the building. *Provided*, that in each of the said cases a certificate be obtained and signed by the said D. F., architect, that the work, upon completion of which said payments are respectively to be made as aforesaid, has been done in a good, workmanlike, and substantial manner, and in accordance and compliance with this contract and said drawings and specifications.

And it is hereby further agreed by and between the said parties :—

The specifications and drawings are intended to co-operate, so that any work exhibited in the drawings and not mentioned in the specifications, or *vice versa*, is to be executed the same as if it were mentioned in the specifications, and set forth in the drawings to be the true meaning and intention of the said drawings and specifications.

The contractor, at his own proper costs and charges, is to provide all manner of materials and labor, scaffolding, implements, moulds, models and cartage of every description, for the due performance of the several erections.

Should the owner, at any time during the progress of said building, request any alterations, deviations, additions, or omissions to or from the said contract, specifications, or plans, he shall be at liberty to have such changes made, and the same shall in no way affect or make void the contract, but the costs of such changes will be added to or deducted from the amount of the said contract price, as the case may be, by a fair and reasonable valuation.

Should the contractor, at any time during the progress of said works, refuse or neglect to supply a sufficiency of materials or workmen, the owner shall have power to provide materials and workmen (after three days notice, in writing, being given) to finish the said works, and the expense will be deducted from the said contract price.

Should any dispute arise respecting the true construction or meaning of the drawings or specifications, the same shall be decided by R. B., also an architect, and his decision shall be final and conclusive; but should any dispute arise respecting the true value of the extra work, or work omitted, the same shall be valued by two competent persons one employed by the owner and the other by the contractor, and in case they cannot agree, these two shall have power to name an umpire, whose decision shall be binding on all parties.

The owner shall not, in any manner, be answerable or accountable for any loss or damage that shall or may happen to the said works, or any part or parts thereof respectively, or for any of the materials or other things used and employed in finishing and completing the same (loss or damage by fire excepted).

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

In presence of

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FORM 75.

*Agreement with Contractor for Work according to a Specification.*

This agreement, made the            day of            A.D. 18            between            , witnesseth that the said part of the first part, in consideration of            dollars of lawful money of Canada, to be paid to            , therefor, do hereby for            heirs, executors and administrators, covenant and agree with the said part of the second part,            executors, administrators and assigns, that, the said part of the first part            heirs, executors and administrators, shall and will execute and perform all the            of every kind required in the erection and finishing of            which said works are represented and specified in

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certain plans and specifications prepared therefor, and signed by                    architect, and the said part of the first part, which said plans and specifications are hereby expressly declared to be incorporated in and to form part of this indenture as if the same had been embodied therein, and the said works shall in all things be performed according to the same plans and specifications after the manner therein set forth and explained, and shall be                    in all things to the entire satisfaction of the said                    or other person who may succeed                    as architect, in charge of the said works, under a penalty of                    as liquidated damages for every                    beyond the said time, the said works shall remain incomplete, and that the said part of the first part                    heirs, executors, and administrators, and every one of                    workmen, agents and servants, shall in all things concerning the performance of the said works, obey, abide by and keep all the several conditions set forth in the said specifications, and particularly in that portion of said specifications entitled conditions, and numbered from one to                    inclusive. And it is hereby expressly declared and agreed by and between the said parties of the first and second parts that all detailed drawings and specifications to be furnished by the architect during the progress of the work, as mentioned in the specification hereinbefore mentioned, shall be equally considered as incorporated in and forming part of this indenture, as if the same had been embodied therein. And the said parties of the first and second parts, do hereby interchangeably covenant and agree, the one with the other of them, that all differences or disputes which shall or may during the continuance of this contract arise as to the meaning or intention of any part of the plans, drawings or specifications already or hereafter to be provided, or which shall or may in anywise arise or be caused between the said parties by reason of this contract during the continuance thereof, when and so often as the same shall happen shall be referred to the award, order and determination of said

or other person who may succeed as architect in  
charge of the said works, whose award in writing under  
hand concerning all matters so to referred  
shall be final.

In witness, etc.

Signed, sealed, etc.

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FORM 76.

*A concise Form.*

This agreement for building, made the                      day of  
A.D. 18              , between A. B., of                      (occupation) of the  
first part, and C. D., of                      (occupation) of the second  
part, witnesseth :—

That the said C. D. covenants and agrees with the said  
A. B. to make, erect, build, and finish, in a good, substantial  
and workmanlike manner, on              lot              , plan              the  
property of the said A. B., situate on the              side of  
street, in the              , a dwelling house, agreeably to the  
draft, plan and specification hereunto annexed, of good,  
substantial materials, by the              day of              next.

And the said A. B. covenants and agrees to pay unto  
the said C. D. for the same the sum of              dollars, lawful  
money of Canada as follows : the sum of              dollars in  
                    days from the date hereof, the sum of  
dollars when the said dwelling house shall be completely  
finished, and the sum of              dollars thirty days after the  
said dwelling house shall be completely finished. And for  
the true and faithful performance of all and every of the  
covenants and agreements above mentioned, the parties to  
these presents bind themselves each unto the other, in the  
sum of              dollars, as liquidated damages, and not by way  
of penalty.

In witness whereof, etc.

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FORM 77.

*Another form, owner Furnishing the Material.*

This agreement, made the                      day of                      , 18                      ,  
between  
witnesseth that it hath been agreed by and between A. B.  
of                      , and C. D., of                      , in manner and form  
following, that is to say

The said C. D., for the consideration hereinafter mentioned, doth for himself, his executors and administrators, promise and agree to and with the said A. B., his executors, administrators, and assigns, that he, the said C. D., or his assigns, shall and will, within the space of                      next after the date hereof, in good and workmanlike manner, and according to the best of his art and skill, at                      , well and substantially erect, build, set up, and finish one house, according to the draught or scheme hereunto annexed, of the dimensions following, viz., etc., and to compose the same with such stone, brick, timber and other materials as the said A. B., or his assigns, shall find and provide for the same: in consideration whereof, the said A. B. doth for himself, his executors and administrators, promise and agree to and with the said C. D., his executors, administrators, and assigns, well and truly to pay or cause to be paid, unto the said C. D., or his assigns, the sum of                      in manner following, that is to say, the sum of                      , part thereof, at the beginning of the said work; the sum of                      more, another part thereof, on the expiration of thirty days after the same shall be completely finished; and also that he, the said A. B., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building the said house. And for the performance of all and every the articles and agreements above mentioned, the said A. B.

and C. D. do hereby bind themselves, their executors, etc., each to the other, in the penal sum of \_\_\_\_\_, firmly by these presents.

In witness whereof, etc.

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FORM 78.

*Agreement by way of sub-contract between Builder and Carpenter.*

An agreement made the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, 18\_\_\_\_, between T. G., of \_\_\_\_\_ builder, and C. D., of \_\_\_\_\_, carpenter.

Whereas, the said T. G. hath entered into a contract with J. B., of etc., to erect a dwelling house and offices according to certain plans, elevations, and specifications referred to in the said contract, under the superintendence of W. M. or other surveyor of the said J. B., and which contract is dated the \_\_\_\_\_ day of \_\_\_\_\_. Now it is hereby agreed, that in consideration of the sum of \_\_\_\_\_ to be paid by the said T. G. to the said C. D., as hereinafter mentioned, the said C. D. shall do all the carpenter's work necessary to be done for the completion of the said contract, and referred to in the said plans and specifications, and provide all materials, tools and implements necessary for the performance of such work, and shall do the same in all things according to the said contract and specifications, and shall in all things abide by, perform, fulfil and keep the said terms and stipulations of the said contract, so far as the same are or shall be applicable to such carpenter's work; and that in case the said T. G. shall become liable to pay any penalties under the said contract in consequence of the delay of the said C. D., in the performance of the work agreed to be performed by him, the said C. D. shall

pay to the said T. G. the amount of such penalties; and that in case the said W. M. or other surveyor appointed to superintend the works under the said contract shall disapprove of the work done by the said C. D., or the materials used by him, or the manner in which such work is done, it shall be lawful for the said T. G. to dismiss and discharge the said C. D. from the further performance of such work, and employ some other person to complete the same; and that in such case the money which the said T. G. shall pay to the said other person for the completion of the said works shall be deducted from the sum which would otherwise be payable to the said C. D. under this agreement; and that for the consideration aforesaid, the said T. G. shall pay to the said C. D. the sum of            in manner following: 75 per cent. on the price and value of the work done by the said C. D. during any week, to be paid to him on the Saturday in every week during the continuance of the said works, and the balance within one month after the completion of the said dwelling house and offices.

In witness, etc.

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FORM 79.

*Agreement for certain Repairs, etc.*

An agreement made the            day of            , in the year of our Lord 18    , between A. B., of, etc., and C. D., of etc. The said A. B. agrees to do all the works hereunder specified, in the best and most workman-like manner, and to provide for such works all necessary materials and things of the best quality, and to complete and finish the said works on or before the            day of            next; and in case the works shall not be finished on or before the said            day of            to pay or allow to the said C. D., out of the moneys payable under this agreement, the

sum of                    for each day during which the said works shall remain unfinished after the said                    day of                    ; and that in case the said C. D. shall require any additions or alterations to be made to the works hereunder specified, to execute such additions and alterations in the best and most workman-like manner, with materials of the best quality; And it is hereby agreed, that in case any additional works shall be required by the said C. D., or in case the said C. D. shall delay the execution of the said works, the said A. B. shall have such additional time for the performance of the said works, after the said                    day of                    as shall have been consumed in the execution of such additional works, or as the time during which the said C. D. shall have delayed the said works, and that the payments for delay shall not be payable until after the expiration of such additional time: And it is hereby further agreed, that materials brought upon the premises of the said C. D. for the purpose of being used in the said works, shall, if of proper description and quality, immediately become the property of the said C. D.; And the said C. D. agrees to pay to the said A. B. for the said works the sum of                    within one week after the same shall be finished: And it is hereby agreed, that in case of any additions or alterations being made in or to the said works, the price of such additions or alterations shall be estimated in proportion to the said sum of                    for the whole of the said works, and such price so estimated shall be either added to or deducted from the sum of                   

In witness, etc.

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#### SCHEDULE.

#### FORM 80.

*Form of Agreement for specified Repairs and Improvements.*

THIS ARTICLE OF AGREEMENT, between X. Y. of the first part, and A. B. of the second part, WITNESSETH, That

the said X. Y., carpenter and builder, does agree to put certain improvements upon house No. \_\_\_\_\_ street, viz: to tear down backbuildings, dig cellar, clear away all rubbish and dirt, to dig to the depth of main cellar according to plan submitted and specifications signed, underpin wall on the south-east side, if requested to, or agreeable to the owner, and necessary for the protection of this wall, and to build a four-inch wall against it with mortar and cement to the proper height. It is further agreed that said X. Y. may use all the old materials as far as suitable, and furnish all others required to erect a three-story brick building, embracing a dining room 16x21 feet; a pantry 7x9 feet; back-stairway 2x6 feet clear from cellar to third story; a kitchen of 14x13 in the clear, according to the plan given and agreed upon; all the walls to be nine inches to top; a porch over the kitchen end 6x13 feet, with a railing, and covered with a tin roof; hot and cold water pipes and permanent wash-tub in the kitchen; also sink for water in the pantry, furnished with shelving, drawers, and dumb waiters; bathroom complete, with a water-closet of approved pattern, hot and cold water pipes and tub; all joist and flooring to be of proper strength and quality for a good job; covering the whole backbuilding with the best quality of tin roofing and spouting complete; plastering every room with two coats of brown and one coat of white stuff in the best manner; putting centre pieces in the dining-room and library; paint all wood-work in a suitable manner, and color and grain the dining-room, also parlor doors and shutters, put up a neat slate mantel in dining-room and library; continue the front stairway up without platform so as to make level floor without break; front and back floors to be level with main floors; sliding doors with ground-glass panels, from parlor to dining-room; inside shutters to all front windows, the first story ones panelled and hung in boxes of ash, second and third stories to casings, painted, and secured by proper fastenings; all windows, doors, and shutters of proper size



and quality. FINALLY, build and complete for occupation in the best manner, a back building according to plans, in as short a time as possible, to make a good job; repair pavements and fences; the party of the second part agreeing to make payments as the progress of the work will warrant, leaving one-fourth not to be paid until thirty days after the completion of the entire job. The consideration of this contract to be                      dollars and no extra charges whatever, unless agreed to in writing and attached hereto.

Witness the hands and seals, etc.

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## AGREEMENTS RELATING TO PERSONAL PROPERTY.

“The title to goods and chattels does not rest upon title deeds nor in general upon documentary evidence, but it is founded *prima facie* upon visible possession and apparent ownership.” In cases within the Act respecting mortgages and sales of personal property, the sale of goods must be in writing by a conveyance under the Act. Contracts within the 17th section of the Statute of Frauds must be evidenced by a memorandum in writing. Contracts with corporations, except where the contract is executed, must as a rule be under seal; but other agreements relating to personal property do not require a sealed instrument.

### FORM 81.

#### *Agreement of Bargain and Sale of goods.*

Memorandum of agreement between A. of \_\_\_\_\_, of  
the one part, and B. of \_\_\_\_\_, of the other part.

The said A. agrees to sell, and the said B. agrees to buy,  
the goods hereinafter mentioned, the property of said A.,  
for the price or sum of \$

(Signed) A.  
B.

### SCHEDULE.

#### FORM 82.

#### *Agreement to sell on Commission.*

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ A.D.  
18\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_ manufacturer of  
and \_\_\_\_\_ of \_\_\_\_\_ traveller on commission.

1. The said \_\_\_\_\_ for himself, his executors and  
administrators, agrees that upon receiving a written order

from the said                      the said                      his executors and administrators, will, from time to time, at his warehouse aforesaid, and according to such order, supply to the said the                      as now manufactured by the said

2. The said                      is to be invoiced to the said at the rate of                      per pound, and the said                      is to account for the same at that price every                      months, beginning from the date hereof.

3. The said                      his executors and administrators shall not be bound to supply more than                      lbs. on any one day, nor more than                      lbs. in any one week, without a week's notice in writing with a written order from the said                      nor shall the said                      his executors or administrators be bound to continue supplying                      as aforesaid after                      lbs. shall have been delivered and shall remain unaccounted for, whether the said period of                      months shall have elapsed since such delivery or not.

4. This agreement shall continue in force for                      years from the date hereof, but subject to determination at any time by                      months' previous notice in writing from either of the said parties or the executors or administrators of the said                      to the other of them and delivered at his usual or last known place of abode.

5. During the continuance of this agreement the said                      his executors and administrators shall not employ, nor shall knowingly suffer any other person than the said                      to sell on commission for them the said                      beyond a radius of                      miles from                      and in case of a breach of this clause the said                      for himself, his executors and administrators undertakes to pay the said                      the sum of                      by way of agreed and liquidated damages.

In witness, etc.

Signed, etc.

FORM 83.

*Agreement depositing Goods as a Security.*

An agreement made the                      day of                      , A. D.  
18    , between                      of                      and                      of

The said                      having deposited this day at his risk,  
with the said                      the following goods, namely (*here  
give list of goods*), as a security for the payment of  
and interest, on the                      day of                      A.D. 18    , it is  
agreed that, in default of payment, the said                      after  
                    days' notice in writing, may sell the same goods,  
or any part thereof, by auction or otherwise, towards pay-  
ment of the said principal sum and interest, and of the  
expenses of sale and insurance, but until such default no  
such sale is to take place, nor is any action or suit to be  
brought to enforce payment of the said sum and interest.

In witness, etc.

Signed, etc.

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FORM 84.

*Agreement giving a general Lien, with Power of Sale.*

An agreement made the                      day of                      A. D.  
18    , between                      of                      and                      of                      ,  
witnesseth.

1. In consideration of the promise of forbearance, here-  
inafter contained, on the part of the said                      the said  
                    agrees to give him a general lien on all property  
that may at any time be in his possession belonging to the  
said                      or to any person on his account, and that such  
general lien shall at all times be a security to the said  
his executors and administrators, for all moneys that may  
from time to time be due from the said                      to the said  
                    or to the said                      and any partner or partners

of his in his business of \_\_\_\_\_, and that, if at any time the sum of \_\_\_\_\_ shall be due as aforesaid, the said his executors and administrators may, after seven days notice in writing, sell the same property or any part thereof, by auction or otherwise, towards payment of such sum and interest, and of the expenses of sale and insurance.

2. But unless the sum of \_\_\_\_\_ shall be due, as aforesaid, no such sale is to take place, and, after the said sum shall be due, no action or suit shall be brought for the recovery of the same or any part thereof until after the sale of any such property as aforesaid.

In witness, etc.

Signed, etc.

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FORM 85.

*Agreement for Sale of stock of Goods.*

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18\_\_\_\_, between A. B., of, etc., merchant, of the one part, and C. D., of, etc., merchant, of the other part.

The said A. B. agrees to sell, and the said C. D. agrees to buy, all the stock of goods, wares, and merchandise now being in and upon the store occupied by the said A. B., at aforesaid, at the invoice price thereof (or at the sum of \$ \_\_\_\_\_, or otherwise as agreed on), an account of such goods, wares, and merchandise being taken by the parties hereto in the presence of each other. And it is hereby agreed that any of the said goods, wares, or merchandise which may be damaged, shall be appraised and valued by three disinterested persons; each of the parties hereto selecting one of such persons and the two so selected appointing the third; and that the price set upon such damaged goods, wares, and merchandise by the said three

persons shall be substituted for the invoice price thereof; and that within ten days after the value of the said goods, wares and merchandise shall have been ascertained as aforesaid, the said C. D. is to pay the valuation thereof to the said A. B. And the said A. B. agrees to make, execute and deliver unto the said C. D. a good and sufficient bill of sale and conveyance thereof, and to give to the said C. D. quiet and peaceable possession thereof upon payment to him, the said A. B., by the said C. D., within the time before specified, of the invoiced or appraised value as aforesaid.

In witness, etc.

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FORM 86.

*Agreement for Sale of Grain.*

It is agreed, this                      day of                      A.D. 18    , by and between A. B., of, etc., and C. D., of, etc., as follows: The said A. B. agrees to sell to the said C. D. five thousand bushels of wheat, to be delivered to the said C. D., at on or before the first day of January next, free of all charges, at the price or sum of                      per bushel. And the said C. D. agrees to purchase the said wheat, and to pay therefor at the rate aforesaid, upon delivery as aforesaid. And the said A. B. hereby guarantees and warrants the said wheat to be good, clean and merchantable grain.

Witness our hands.

Signed, etc.

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FORM 87.

*Agreement for Sale of Good Will, Stock in Trade, Fixtures and Book Debts.*

This agreement, made the                      day of                      18    , between                      of                      , hereinafter called the vendor, of the one part, and                      of                      , hereinafter called the purchaser, of the other part.

Whereas the said vendor has agreed with the said purchaser for the sale to him of the good will, stock in trade, fixtures, and book debts of the said trade or business of a , carried on by him at , aforesaid, as a going concern, for the sum of dollars, now this agreement witnesseth, that in consideration of the sum of dollars to the said vendor paid by the said purchaser on the execution hereof, he, the said vendor, doth hereby assign unto the said purchaser, his executors, administrators, and assigns, all the interest and good will of his said business of a , with the stock in trade, fixtures and effects pertaining thereto, as lately carried on by the said vendor; and also all the book and other debts now due and owing to the said vendor upon account, or in respect of the said trade or business, and all securities for the same, and also all contracts and engagements, benefits and advantages, which have been entered into by the said vendor, or to which he is or can be entitled on account or in respect of the said trade or business. To hold the same unto the said purchaser, his executors, administrators, and assigns absolutely, without any interruption or disturbance of or by the said vendor, or any other person claiming through or in trust for him.

And the said vendor doth hereby for himself, his heirs, executors, and administrators, covenant with the said purchaser, his executors, administrators, and assigns, that he, the said vendor, hath now in himself good right to assign the good will, stock in trade, fixtures, and effects, book and other debts, and premises, in manner aforesaid, and that the same shall be enjoyed by the said purchaser, his executors, administrators, and assigns, free from any interruption or disturbance, as aforesaid; and also that he, the said vendor, shall not, either by himself or with any other person or persons, do or cause to be done any wilful act or thing to the prejudice of the said trade or business of a , as heretofore carried on and conducted by the said vendor, his executors, administrators, and assigns, but

will, whenever required by the said purchaser, his executors, administrators or assigns, render every assistance and give all necessary evidence for the purpose of recovering or otherwise enforcing payment of all or any of the said trade debts, and vesting the absolute ownership thereof in the said purchaser, his executors, administrators, or assigns.

And the said purchaser doth hereby, for himself, his executors, administrators, and assigns, covenant with the said vendor, his executors and administrators, that he will at all times hereafter save harmless and keep indemnified the said vendor, his executors and administrators, and his and their estate and effects, from and against all losses, costs, expenses, and damages which may be incurred by or by reason of any action or other proceeding which shall or may be brought or instituted against the said purchaser, his executors, administrators, or assigns, for or in respect of the said good will, stock in trade, effects and premises, or for or in respect of the recovery of the several sums of money which by the said books appear to be due and owing from the said vendor in respect of the said trade or business, and also from and against the contracts and engagements to which by the said books the said vendor appears to be now liable, and also all interest, costs, expenses, losses, claims and demands on account of the same debts, contracts, and engagements, respectively or otherwise, in relation to the premises.

In witness, etc.

**FORM 88.**

### *Agreement for Sale of Hotel Furniture and Fixtures.*

**Agreement made this**            day of            , between  
  , of            , hereinafter called the  
**vendor, and**            , of            , hereinafter  
**called the purchaser.**

The said vendor agrees to sell to the said purchaser, who agrees to purchase at the valuation and upon the terms hereinafter mentioned, all the stock, implements, and utensils in trade, household furniture, fixtures, fittings and effects specified in the schedule hereunder written, now being in, upon, and about the hotel called "The Hotel," its cellars, stores, stabling, out-buildings, yards, and premises, which now are in occupation of the said vendor, situate at, etc.

And it is further mutually agreed that the said valuation shall be made on or before the      day of next, up to which time all outgoings in respect of the said hotel and business shall be defrayed by the said vendor, when the amount of such valuation shall be paid to the said vendor, who shall thereupon deliver up to the said purchaser or his agent, the full and peaceable possession of the said hotel and premises, and also of the said stock in trade, furniture, fixtures, fittings and effects.

It is agreed that the said valuation shall be made by two persons, one to be chosen by each party, or by an umpire to be chosen by such appraisers before entering upon such valuation; and that in case either party shall neglect or fail to make such appointment within      days from the date hereof, or if either of such appraisers or the umpire shall refuse or neglect to proceed and complete such appraisal within      days, inclusive, next after their appointment, the appraiser of the other of them shall proceed alone therein, and his valuation shall then be binding and conclusive upon both the said parties.

In case the said purchaser shall refuse or neglect to pay the amount of such valuation on the said      day of      , next, or if the said vendor shall upon an offer in writing, of the said purchase money, delivered to or left for him at the said hotel, refuse or neglect to deliver up possession thereof, and of all the said out-buildings and premises, and of the said stock in trade, furniture, fixtures,



fittings, and effects, or to deliver over and transfer the licenses relating to the said hotel and premises and the business thereof, then, and in either of such cases, the defaulting party shall forfeit and pay to the other of them the sum of \_\_\_\_\_ dollars as and for liquidated damages between them; and then these presents shall become void. In witness, etc.

**FORM 89.**

### *Agreement for the Sale of a Physician's Practice.*

**Agreement made this            day of         18   , between**  
**, of                      , hereinafter called the vendor, and**  
**, of                      , hereinafter called the purchaser.**

Whereas the said vendor has for many years past exercised his profession of physician and surgeon at \_\_\_\_\_, in the county of \_\_\_\_\_, and is now desirous of retiring from his practice at \_\_\_\_\_ aforesaid, and the said purchaser is desirous of establishing himself as a physician and surgeon at said \_\_\_\_\_, now, therefore, the said vendor agrees to sell to the said purchaser, who agrees to purchase, the said practice and the good will and benefits thereof from the \_\_\_\_\_ day of \_\_\_\_\_ next, together with all the fixtures, furniture, medical books, surgical and other instruments and apparatus, and all the drugs, medicines, bottles, and other things now used therein, for the sum of \_\_\_\_\_ dollars; in confirmation of which purchase the purchaser, upon the execution of these presents, has paid the sum of \_\_\_\_\_ dollars by way of deposit and in part of the purchase money.

The said vendor further agrees that, on the payment of the residue of the said purchase money as hereinafter mentioned, he will fully and absolutely deliver over and assign to the said purchaser, his executors, administrators,

or assigns, the said practice or business, and the good will thereof, for his and their own absolute use and benefit; and likewise the full and uninterrupted possession of the office in which the said practice is now carried on by him, together with the fixtures, furniture, books, instruments, apparatus, and things now used in and relating to the said practice.

The said vendor will introduce and recommend the said purchaser to his patients, friends and others, as his successor; and will use his best endeavors to promote and increase the prosperity of the said practice or business.

For the purpose of more effectually accomplishing such end, the said vendor will, from the said        day of        until the        day of        next, permit the said practice to be carried on in his name, so that he, the said vendor, shall continue and remain ostensibly engaged therein in the same manner as he has heretofore carried on his profession; and he will from time to time during such period attend at the office and visit his patients with the said purchaser for the purpose of introducing him to his patients and friends, and of assisting him in the management of said practice, but without participating in the losses, expenses, or liabilities, or participating in the gains and profits, of such practice.

The said vendor will not reside or practise either as physician or surgeon, or act directly or indirectly as partner or assistant to or with any other physician or surgeon practising either at        aforesaid, or elsewhere within        miles thereof.

The said purchaser, in consideration of the agreements on the part of the vendor hereinbefore contained, hereby further agrees to pay him, his executors, or administrators the residue of the purchase money, being the sum of        dollars, by instalments as follows: one-half part thereof on the        day of        next, upon receiving the full and peaceable possession of the said practice, office, good will,

fixtures, furniture, books and things hereinbefore mentioned, and the remaining one-half part thereof on the day of \_\_\_\_\_, next.

It is mutually agreed that, if the said purchaser shall not pay said first instalment of the purchase money at the time aforesaid, the said vendor shall have the power to vacate this contract so far as it relates to said sale, on giving the purchaser \_\_\_\_\_ days' notice of his abandonment thereof; and thereupon the said deposit money shall be forfeited to the vendor, who shall afterwards be at full liberty to continue or to resell the said practice, good will, books, and things hereby contracted to be sold, without previously tendering any assignment thereof to the said purchaser. In witness, etc.

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FORM 90.

*Agreement for the Sale of a Ship or Vessel.*

Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, between \_\_\_\_\_ of \_\_\_\_\_, merchant, the lawful owner of the sailing ship or vessel called "The \_\_\_\_\_," hereinafter described, vendor, of the one part, and \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, merchants and co-partners, trading under the firm of \_\_\_\_\_ & Co., purchasers, of the other part.

The said vendor hereby agrees to sell to the said purchasers, who hereby agree to purchase at the sum of \_\_\_\_\_ dollars, free from all charges and incumbrances, all that said ship or vessel called "The \_\_\_\_\_," whereof \_\_\_\_\_ is master, now lying in the port of \_\_\_\_\_, a full description whereof is contained in the copy of the certificate of her registry hereto annexed, together with all the tackle, apparel, utensils, and appurtenances whatsoever to the said ship or vessel belonging, or in any wise appertaining; which said ship or vessel has been duly registered in the

Custom House at the                      of                      , as appears by the said register.

And it is further mutually agreed that the said purchase shall be completed on the                      day of                      next, at                      o'clock in the                      noon, when the said purchase money shall be paid; and on payment thereof possession of the said ship or vessel shall be duly given, and a bill of sale thereof to the said purchaser duly executed and registered according to law. In witness, etc.

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FORM 91.

*Agreement between Master and Servant.*

Agreement, made this                      day of                      , 18                      , between                      , of                      , hereinafter called the master, of the one part, and                      , of                      , hereinafter called the servant, of the other part.

I, the undersigned master, hereby agree to take the said servant into my service as coachman, at the yearly wages of                      dollars, payable monthly; and I, the said servant, declare that I understand and am competent to properly perform the duties of such a situation, and hereby agree to serve the said master, honestly, soberly and faithfully, at all times and in all respects, during my service; and will conform to the hours and rules of his establishment, and conduct myself with decorum and respect, towards him, his family, and friends; and not absent myself from such service at any time without his leave; and it is further mutually agreed that such service may be determined at any time by either party giving the other one month's notice in writing, or on payment by the said master of a month's wages in advance, except in case of unjustifiable misconduct, when the same shall be forfeited absolutely. Dated this                      day of                      , 18                      .

*Agreement between Merchant and Salesman.*

Witness our hands, etc.

*Agreement between Merchant and Travelling Salesman.*

Agreement, made this                      day of                      , between  
of                      , and                      of                      , merchants  
and co-partners, doing business under the firm name and



FORM 94.

*Agreement with a Clerk or Workman.*

This agreement, made the                      day of                      ,  
between A. B., of                      of                      , in the county of  
                    , and C. D., of                      of                      , in the county  
of                      , witnesseth :—

That the said C. D. covenants and agrees faithfully,  
truly and diligently to write [or work] for the said A. B.,  
as his clerk [or journeyman], in the office [or shop] of the  
said A. B., at                      aforesaid, in his business [or pro-  
fession] of a                      from the                      day of  
instant, for and during the space of                      years.

In consideration of which service, so to be performed,  
the said A. B. covenants and agrees to pay to the said C. D.  
the sum of                      dollars annually, in four equal quarterly  
payments.

And it is understood and agreed, between the aforesaid  
parties, that the death of either of them occurring prior to  
the expiration of the said term of                      years, this  
agreement shall thereupon terminate.

Signed, etc.

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FORM 95.

*Agreement between Employer and Labourer.*

Agreement made between                      of                      , employer,  
and                      of                      , labourer.

The said employer hires and employs the said labourer  
in the said employer's business, in the town of                      , in  
the capacity of a                      , and agrees to pay him during  
the time that he shall remain in such employment  
dollars per week, all upon the terms and conditions of this  
agreement.

The said labourer does agree to and with the said employer that he will devote his entire time, skill, labor, and attention to said employment, during the time for which he may be so employed at the wages aforesaid.

It is expressly provided and agreed between the parties hereto, that said employer may at any time terminate said employment, at his election, upon payment to said labourer of what may be coming to him, at the rate aforesaid, on the evening of the day of his actual discharge; that said employer shall be the sole judge of the cause for the discharge, and that any agreement or arrangement whereby the said labourer has been heretofore employed by said employer is hereby cancelled, released, and discharged at this date. Signed this                      day of                      , 18 .

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FORM 96.

*To pay a Debt contracted during Infancy.*

This agreement, made this                      day of  
between                      , of                      , hereinafter called the debtor  
and                      , of                      , hereinafter called the creditor.

Whereas on the                      day of                      , 18 , said debtor, being then a minor, purchased of the said creditor a watch, for the sum of                      dollars, and having now attained his majority and being desirous of ratifying the purchase, for the purpose of giving full effect to his liability for the payment of such debt, proposes to enter into the following agreement: Now these presents witness, that in consideration of said purchase and the delivery of said watch to him, as aforesaid, and of the agreement on the part of said creditor hereinafter contained, he, the said debtor, hereby expressly acknowledges the said debt to be justly due to the said                      , and agrees to pay the same within                      months from the date hereof, together with

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the interest thereon at the rate of \_\_\_\_\_ per cent. per annum.

And the said creditor, in consideration of the promise and agreement hereinbefore contained, hereby agrees that he will not sue for or require payment of the said debt unless and until default shall be made in payment thereof at the time hereinbefore appointed. In witness, etc.

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FORM 97.

*Agreement for Publishing on terms of Division of Profits.*

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, by and between \_\_\_\_\_, of \_\_\_\_\_ (author), party of the first part and \_\_\_\_\_ and \_\_\_\_\_, partners, doing business as publishers and booksellers in the said \_\_\_\_\_, under the firm name and style of \_\_\_\_\_ & Co., parties of the second part. The said author agrees to prepare for publication and superintend through the press a work written by him, to be comprised in one octavo volume of about \_\_\_\_\_ pages, and to be entitled \_\_\_\_\_. The said publishers shall procure such work to be printed, and shall publish the \_\_\_\_\_ edition of the said work, to consist of not exceeding \_\_\_\_\_ copies, and shall defray the expenses of paper, printing and advertising, and account to the said author for all copies sold and delivered out of the same, giving credit only for the trade sale price they, the said publishers, shall charge to the booksellers, and being allowed a commission of \_\_\_\_\_ per cent. on the amount of all copies of said work sold or delivered. In consideration of which the said publishers agree to take the risk arising from bad debts and otherwise attending the sales upon themselves; and after the charges are refunded by the sales of the said work, the profits shall be divided in equal moieties between the said author and the said publishers.

The accounts shall be made up on the first days of January and July of every year, and the moiety of profits, if any, that may be due to the said author shall be paid to him by the said publishers on the first day of the month following. It is hereby also agreed between the said parties that, should a further edition or editions of the said work be required, the said publishers shall have the option of agreeing with the said author for the printing and publishing the same upon such terms as may be hereafter agreed upon. It is also further agreed between the said parties that, in case all the copies of the above-named edition of the said work shall not be sold off at the end of \_\_\_\_\_ years after the publication, the said publishers shall be at liberty, but shall not be compellable, to dispose of the remaining copies unsold by public or private sale, or in such manner as the said publishers shall deem most advisable, and shall account for the said unsold copies at such price or prices only as they shall actually be sold for, so that the account with reference to the said work may be finally settled and closed. The said author shall be entitled to \_\_\_\_\_ copies of the said work free of charge. In witness, etc.

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FORM 98.

*Agreement that Publisher shall pay a Specified Sum for each Edition.*

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_,  
 between \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the author,  
 and \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the publisher.

Whereas the said author has written a book to be entitled \_\_\_\_\_, it is hereby mutually agreed that the said publisher shall purchase the copyright of the same on the following terms:—

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The said publisher shall bear the whole expense and risk of the paper and printing of the said book, and the publication thereof.

The said publisher, his executors, administrators, or assigns, shall pay to the said author the sum of        dollars for the first edition of the said book, when copies shall have been sold, and for the second and every future edition the sum of        dollars, to be paid three months after the day of publication, no edition to exceed        copies, and        copies of each edition to be supplied gratis to the author, and any number of copies at trade price.

The said author shall revise any new edition of the said work and correct the proofs.

In case of the death of the said author, or his inability to edit the said work, the said publisher, his executors, administrators, or assigns, shall be at liberty to employ such editor as he or they may think fit, and, after deducting the payments to such editor, the balance, if any, of the said sum of        dollars, or        dollars, as the case may be, shall be paid to the said author or his representatives.

In case        copies of the first edition of the said book shall not be sold within        years from the date of publication, the said publisher shall be at liberty to use the same for waste paper, and shall not be liable to pay the aforesaid sum of        dollars to the said author.

In witness, etc.

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FORM 99.

*Agreement for payment of a Royalty on all Copies Sold.*

This agreement, made this        day of        , 18        ,  
by and between        of        , author, party of the  
first part, and        and        , partners, doing business  
as publishers and booksellers, in said        , under the firm

name and style of \_\_\_\_\_, parties of the second part, witnesseth :—

That the said author, for and in consideration of the promises and agreements of said firm hereinafter mentioned, hereby promises and agrees to and with said firm to furnish and deliver to said firm the manuscript of a certain literary work entitled \_\_\_\_\_, of which said work he is the author; and to obtain, or permit said firm to obtain, a good and sufficient copyright of said work;

That said author hereby gives and grants to said firm the exclusive right to use the copyright of the work aforesaid, and the exclusive right to publish said work for and during the time for which said copyright, or any renewals thereof, shall be or remain in force;

That said firm, for and in consideration of the promises and agreements of said author hereinbefore mentioned, hereby promise and agree to and with said author, to stereotype, illustrate, print, manufacture in the best style suited to the work, and publish said work, to keep the market fully supplied with the same, to advertise the same as much as in their discretion shall seem expedient, to enter the same on their catalogues and trade lists, and to use their best endeavors to sell the same, for and during the time for which said copyright, or any renewals thereof, shall remain in force;

That said firm hereby promise and agree to make semi-annual returns to said author on the first days of February and August, respectively, in each year, containing a statement of all sales of said work made by said firm for and during the six months ending thirty-one days before said first days of February and August respectively;

And that said firm hereby promise and agree to pay to said author his assigns or legal representatives, for the use of said copyright, \_\_\_\_\_ per cent. of the retail price on all copies of said work so sold, in semi-annual payments, on the first days of February and August in each year

respectively, each of which payments shall consist of said per cent. on the retail price of all copies of said work sold by said firm during the six months ending thirty-one days before the day of payment so due, in cash, if the sum thereof so due shall be less than one hundred dollars; but by the note of said firm, payable four months from the day of payment so due as aforesaid, if said sum shall amount to or exceed one hundred dollars.

And it is also understood and agreed by and between said parties that all copies of said work given to editors or reviewers, according to the custom of the publishers' trade, shall be free from the charge for copyright, and that said firm shall pay nothing to said author, his assigns or legal representatives, therefor;

And that the stereotype and other plates made by said firm, and used in printing or illustrating said work, shall be the property of said firm;

And that this agreement shall enure to, and be binding on, the heirs, assigns, and legal representatives of said parties to this agreement. In witness, etc.

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FORM 100.

*Agreement for the purchase of the Sole Right of compounding and selling a Patent Medicine, for a term of years, for a Share of the Profits.*

Agreement made this                      day of                      , 18                      ,  
between                      , of                      , hereinafter called the  
proprietor, and                      , of                      , hereinafter called the  
purchaser. It is agreed as follows:—

The proprietor, for the considerations hereinafter mentioned, hereby grants and assigns unto the purchaser all and singular the right and interest of him, the proprietor, of and in certain medicines or preparations, called respectively                      , whereof he is the sole proprietor and owner.

The proprietor shall not at any time hereafter disclose or make known, to any person or persons whomsoever, the said recipes, whereby the said medicines or preparations, or any of them, may be compounded or made up.

The proprietor shall not at any time hereafter, either by himself or by an agent, or otherwise, make up or compound the aforesaid medicines or preparations or any other of the same description, and shall not permit or allow the same or any of them to be made up or compounded by any person or persons whomsoever, under or by virtue of any license or authority by him to the proprietor heretofore given or granted, or by him to be hereafter given or granted.

In consideration of the aforesaid articles the purchaser shall pay to the proprietor annually one moiety of the net profits arising from the sale of the aforesaid medicines or preparations during the term of \_\_\_\_\_ years, after which term the purchaser shall be entitled to hold the proprietorship of the said medicines and preparations without account.

The purchaser shall, during the said term of \_\_\_\_\_ years, render to the proprietor annually, on the \_\_\_\_\_ day of \_\_\_\_\_, a statement and account of the sale of the said aforesaid medicines or preparations, together with the cost of preparing the same, and the cost of advertising the same, whereby the net profits arising from the sale of the medicines or preparations may be ascertained.

The expense of advertising the said medicines or preparations during the said term shall not be greater or otherwise than the sum to be agreed on between the purchaser and the proprietor by a memorandum in writing.

Within \_\_\_\_\_ days after rendering the account mentioned in the \_\_\_\_\_ article, the purchaser shall pay to the proprietor the share or proportion of the net profits due to him on the said account.

The proprietor shall be entitled to call upon the purchaser to produce books in order to verify or prove the accounts to be rendered by him in pursuance of the article. In witness, etc.

FORM 58a.

*Agreement as to Line Fence.*

We, \_\_\_\_\_ and \_\_\_\_\_, owners respectively of lots (or parts of lots) \_\_\_\_\_ and \_\_\_\_\_ in the \_\_\_\_\_ concession of the Township of \_\_\_\_\_ in the County of \_\_\_\_\_ do agree that the line fence which divides our said properties shall be made and maintained by us as follows: That part of the said line which commences at \_\_\_\_\_ and ends at \_\_\_\_\_ shall be fenced, and the fence maintained by the said \_\_\_\_\_ and that part thereof which commences at \_\_\_\_\_ and ends at \_\_\_\_\_ shall be fenced, and the fence maintained by the said \_\_\_\_\_

The fence shall be of the following description (state the kind of fence, height, material, etc.), and shall cost at least \_\_\_\_\_ per rod. The work shall be commenced within \_\_\_\_\_ days, and completed within \_\_\_\_\_ days from this date.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_

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FORM 86a.

*(For the Sale and Purchase of Standing Grain.)*

An agreement made, etc., between \_\_\_\_\_ hereinafter called the vendor, of the one part; and \_\_\_\_\_ hereinafter called the purchaser, of the other part.

The said vendor, in consideration of \_\_\_\_\_ dollars to him paid by the said purchaser upon the execution hereof, hereby agrees to sell, at the price hereinafter mentioned, and at his own expense to duly harvest, thresh out, and deliver in good condition to the said purchaser, who hereby agrees to purchase, and take delivery at his mill at \_\_\_\_\_ aforesaid, within \_\_\_\_\_ weeks from the date hereof, \_\_\_\_\_ bushels of good wheat now growing and being on the said vendor's farm, being

lot No.            in the            concession of            ; the balance of the purchase money for such wheat to be paid on delivery at the then market price. And in order to secure the repayment of the said sum of            dollars, in case of the non-delivery thereof accordingly, and the damages and expenses attending the same, he, the said vendor, has entered into and delivered unto the said purchaser his promissory note, bearing even date herewith, for that sum upon the condition hereinafter expressed. And it is further mutually agreed that the said promissory note shall be held and not negotiated by the purchaser, and be considered liquidated, and become absolutely void on delivery of the said wheat at the time and place aforesaid; but in case of the non-delivery thereof accordingly, the said promissory note shall then remain in full force for the recovery of the said sum of            dollars with all costs and charges, as and in the nature of liquidated damages between the said parties for the non-performance of this agreement.

In witness, etc.

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## APPOINTMENTS.

A deed of appointment should recite or refer to the power, and be expressed to be in exercise of it, as manifesting the intention of the appointor, or person executing the power, and also of every other authority enabling him in that behalf, so as to guard against any mis-recital of the assurance creating the power. It should likewise state that the formalities required for the execution of the power are complied with, and the attestation should set forth that such formalities were observed.

## FORM 101.

*Appointment of Real Estate under a power in a Marriage Settlement to a son in fee, without prejudice to Life Estate.*

To all to whom these presents shall come, I, \_\_\_\_\_, of \_\_\_\_\_, send greeting :—

Whereas, by an indenture dated the \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, certain lands and tenements were conveyed to the trustees therein named in trust from and after the solemnization of the then intended marriage to the use of me, the said \_\_\_\_\_, during my life, with the remainder to use of \_\_\_\_\_, my intended wife, during her life, with remainder to the use of such one or more children of the said intended marriage in such parts, shares and proportions as I and my said intended wife by deed should jointly appoint, and in default of such appointment then as the survivor should by deed or will appoint; and whereas my said wife died on the \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_; and whereas the said joint power of appointment was never exercised; and whereas there were issue of the said marriage two children only, that is to say, \_\_\_\_\_ and \_\_\_\_\_; and whereas I am desirous of making such appointment as is hereinafter contained: Now these presents witness, that in exercise

and execution of the power given to me by the said indenture, and of every other power in any wise enabling me in that behalf, I hereby irrevocably appoint that all the said lands and tenements which now are by any means whatsoever subject to the uses of the said indenture shall, subject and without prejudice to the life estate limited to me by the said recited indenture, henceforth go and remain to the use of \_\_\_\_\_, one of the said children: To have and to hold to him, his heirs and assigns forever. In witness, etc.

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## FORM 102.

*Appointment of a Share of settled Personal Estate by father and mother to a Daughter in contemplation of Marriage.*

To all to whom these presents shall come:—

A. B., of etc., and C., his wife (*father and mother of intended wife*), send greeting: Whereas, by an indenture dated, etc., and made between, etc. (being the settlement made in consideration of the marriage then intended, and which was shortly after solemnized, between the said A. B., and C., his wife, then C. D.), it was agreed and declared that the said (*trustees of that settlement*) should stand possessed of the trust funds therein mentioned, upon the trusts therein declared during the lives of the said A. B. and C. D., and the life of the survivor of them, and after the decease of such survivor, in trust for all or such one or more of the children, and remoter issue of the said intended marriage, at such ages or times, age or time, in such shares, if more than one, upon such conditions, and in such manner as the said A. B. and C. D. should by any deed or deeds jointly appoint: And whereas the funds subject to the trusts of the said indenture of settlement now consist of the following particulars, that is to say:

the sum of \$ , invested in mortgage of real estate in the names of the said trustees: And whereas there are five children now living of the said A. B. and C., his wife; and whereas a marriage is intended shortly to be solemnized between E. F. (one of the said children), and G. H., of, etc.; and whereas, the said A. B., and C., his wife, are desirous of making such appointment to, or in favour of the said E. F., as is hereafter expressed: Now these presents witness, that the said A. B. and C., his wife, in exercise of the power for this purpose given to them by the said indenture of settlement as aforesaid, and of all other powers (if any) them hereunto enabling, hereby appoint, that if the said intended marriage shall be solemnized before the expiration of twelve calendar months from the date of these presents, the trustees for the time being of the said indenture of settlement, shall from and after the decease of the survivor of the said A. B. and C., his wife, stand possessed of one equal fifth part or share of and in the trust moneys, stocks, funds and securities for the time being, subject to the trusts of the said indenture of settlement, in trust for the said E. F., absolutely.

In witness, etc.

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FORM 103.

*Appointment to a Daughter of a share of Trust Funds  
under a power contained in a Will.*

To all to whom these presents shall come, I,  
of , send greeting:—

Whereas, , of , deceased, duly made and executed his will, and thereby gave and bequeathed the residue of his personal estate to and , trustees, in trust for me, the said , during my life, and, from and after my decease, in trust for such child or children of me, the said , as I should by deed or

will appoint, and in default of such appointment, upon the trusts therein mentioned or referred, and the said testator by his will appointed the said trustees the executors thereof, and whereas the said testator died on the day of \_\_\_\_\_, 18\_\_\_\_, and his said will was duly proved on the \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, by the said executors in the Surrogate Court for the county of \_\_\_\_\_, and the residuary personal estate of said testator is now represented by the several stocks, funds, and securities specified in the schedule hereunder written; and whereas I have four children, all of whom are now living, but one only, namely my daughter \_\_\_\_\_, has attained the age of twenty-one years; and whereas a marriage is intended shortly to be solemnized between my said daughter and \_\_\_\_\_; now these presents witness that I, the said \_\_\_\_\_, in exercise of the power given to me by the said will, and of every other power enabling me in this behalf, hereby appoint that one equal fourth part or share of and in the said stocks, funds, shares and securities specified in said schedule, and of, and in all other residuary estate of the said testator, and of and in the stocks, funds, shares, or securities for the time being representing such fourth part, shall from and after my death remain and be held in trust for my said daughter \_\_\_\_\_: provided always that the appointment hereby expressed to be made shall be void if the said intended marriage shall not take place within \_\_\_\_\_ calendar months from the date of these presents. In witness, etc. (*Anner Schedule above referred to.*)

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FORM 104.

*Appointment, by wife, of Personal Estate, to take effect on her De-ase.*

To all to whom these presents shall come, I,  
 wife of \_\_\_\_\_, of, etc., send greeting:

Whereas, by an indenture, bearing date, etc., made between the said \_\_\_\_\_ (by her then name and addition

of            of, etc., spinster), of the first part, the said of the second part, and            and            of the third part, it was agreed by the said parties that the said and            amongst other things, should stand possessed of certain capital stock in, etc., in the said indenture mentioned to have been transferred, on the day of the date thereof, to the said            and            by the said and any other estate which might thereafter be substituted therefor, in trust to receive and collect the incomes, profits and dividends of the said capital stock or substituted estate, so often and whenever the same should be payable, and to pay over the same, or so much thereof as the said            should not direct to be added to the principal for the purpose of accumulation to the said            during her coverture, upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whatsoever; and in trust, upon the decease of the said            during the lifetime of her said husband, to transfer and pay over the said capital stock or substituted estate to such person or persons as she the said            by any instrument or note in writing subscribed by her in presence of at least two credible witnesses, should order and appoint to take and receive the same:

Now know ye, that I, the said           , by virtue and in pursuance of the said powers and limitations in the said indenture contained, and in pursuance of every other power and authority in me now being, do direct and appoint the said            and            as soon after my decease as conveniently may be, to transfer and pay over to            of, etc., the whole of the said capital stock or substituted estate, and the incomes, profits and dividends thereon accrued, which shall not have been received by me, to her sole and separate use, according to the limitations, trust, and true intent of the said indenture.

In witness, etc.

## FORM 105.

*Appointment to change Investments.*

To all to whom these presents shall come, I,  
wife of                      of                      , etc., send greeting:

Whereas, by an indenture, bearing date, etc., made between, etc., it was agreed by the said parties that the said                      and                      trustees therein named, should stand possessed of                      shares in the bank of, etc., and all dividends, incomes, and profits thereon, in trust for the sole and separate use of me the said                      during my coverture; and that the said                      and                      should have power with the approbation, or at the request of me, the said                      , expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal, or in real estate, according to the written direction of me the said                      , and that the estate so purchased should be had and held by the trustees for the same uses and purposes, and upon the same trusts, as are declared in and by the said indenture of and concerning the said bank shares; and that the same might be sold, and the proceeds reinvested from time to time.

Now, know ye, that I, the said                      , by virtue of the power of appointment limited to me in the before-recited instrument, and of every other power and authority, hereunto enabling me in this behalf, do hereby request, authorize and appoint the said trustees to make sale of the whole of the said bank shares, and the proceeds thereof to invest by purchase in a certain tract or parcel, situate, etc. (*describe the particular estate*); and I do further declare, limit and appoint the said (*trustees*) and their heirs, to stand seized of the said real estate to the same uses and purposes, and upon the same trusts, as in the said indenture are declared of and concerning the said bank shares.

In witness, etc.

## FORM 106.

*Revocation of appointment, and New Appointment by  
indorsement on the Original deed of Appointment.*

To all to whom these presents shall come, I, the within-named                      send greeting :—

Whereas the above-named                      (appointee), died on the  
day of                      , 18                      , an infant and unmarried ; and  
whereas my son, the above-named                      , has by the will  
of                      been sufficiently provided for : now these presents  
witness that I, the said                      , in exercise of the power  
reserved to me by the above-written deed of appointment,  
and of every other power in this behalf me enabling,  
hereby revoke the appointments made by the above-  
written deed on the trusts therein declared and contained  
for and in behalf of my said daughter and my said son ;  
and also, in exercise of the power reserved to me by the  
within-written deed, and of every other power in this  
behalf me enabling, appoint that the above-mentioned sum  
and securities heretofore appointed to my said daughter  
and my said son shall be and be held in trust for my other  
daughters,                      and                      : provided always that it  
shall be lawful for me at any time or times hereafter by  
deed to revoke all or any of the trusts herein declared, and  
to appoint and declare any new or other trusts or pro-  
visions concerning the same respectively. In witness, etc.

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## APPRENTICESHIP.

The apprenticing of minors to a mechanic, farmer, or other person carrying on a trade or calling, or in the case of minors being females, to domestic service, is regulated by cap. 142 of the Revised Statutes of Ontario, 1887,

## FORM 107.

*Apprenticeship Indenture.*

This indenture, made the                      day of                      , A.D. 18                      , witnesseth, that                      of                      , in the county of                      , in the Province of Ontario, in the Dominion of Canada, Hath put and placed out, and by these presents doth put and place out                      And the said                      doth hereby put, place, and bind out himself as an apprentice to                      of                      To learn the art, trade, or mystery of                      And with his master after the manner of an apprentice to serve from the                      day of                      18                      , until the full end and term of                      years from thence next ensuing, and fully to be complete and ended. During all which time the said apprentice shall well and faithfully serve his said master, his secrets keep, and his lawful commands everywhere, and at all times, readily obey. He shall do no damage to his said master, nor suffer any to be done by others; and if any to his knowledge be intended, he shall forthwith give his said master seasonable notice thereof. He shall not waste the goods of his said master, nor lend them unlawfully to any. He shall not play at cards, dice, or other unlawful games. He shall not contract matrimony during the said term. He shall not haunt or frequent taverns, drinking saloons, or places of gaming, nor absent himself from the service of his said master; but in all things and at all times, during the said term, he shall behave himself towards his said master and all his, as a good and faithful apprentice ought to do.



For the due and full observance and performance of all which said articles by the said apprentice the said and with the said do hereby respectively covenant, promise and agree ;

In consideration whereof, the said doth hereby covenant with the said that he will at all times, during the said term, to the best of his means and ability, teach and instruct, or cause to be taught and instructed, his said apprentice in the art, mystery or trade of a which he useth ; and also pay unto the said for the use of the said apprentice the several sums following, that is to say :

And the said agrees to find unto the said apprentice, during the said term (*stipulation as to clothing, etc.*)

In witness, etc.

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FORM 108.

*Indenture of Apprenticeship to Learn Housework.*

This Indenture, made the day of , 18 , between , of the township of , in the county of , widow of the first part , her daughter now of the age of of the second part, and of the same township, of the third part, witnesseth that the said by and with the consent of the said her mother, testified by her execution of these presents, hath bound and put herself, and by these presents doth bind and put herself apprentice to the said , with him to dwell and serve from the day of the date hereof until the full end of the term of next ensuing, fully to be completed and ended ; during which term the said her said master faithfully shall and will serve in all lawful business, according to her power and ability, and honestly and obediently in all things demean and behave herself towards her said master during the term aforesaid.



And the said master on his part hereby promises, covenants, and agrees to teach and instruct the said apprentice, or cause him to be taught and instructed, in the trade or calling of a \_\_\_\_\_, by the best ways and means he can; and to provide him suitable clothing and maintenance during his said apprenticeship (a).

In witness, etc.

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FORM 110.

*Cancellation of Apprenticeship Indenture indorsed thereon.*

Whereas the said apprentice within-named, a minor, was by said within-written indenture duly apprenticed to the said master to learn the trade and business of a \_\_\_\_\_ upon the terms and stipulations therein expressed, and divers disputes and differences having lately arisen between the said parties, it is hereby mutually agreed between the parties to said indenture that in consideration of \_\_\_\_\_ dollars, now paid by the said father to the said master, the receipt whereof is hereby acknowledged, the said within-written indenture shall be and is hereby cancelled, determined and made void in all respects and to all intents and purposes whatsoever; that he, the said master, shall and will accept the sum \_\_\_\_\_ dollars in full of all claims and demands whatsoever he may have or might set up against the said father either under or by virtue of the said indenture, or otherwise howsoever; that no action or proceedings whatsoever, civil or criminal, shall hereafter be commenced by or on behalf of either of the said parties against the other or others of them, or his or their executors

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(a) A provision for school instruction may be added as follows:—

To send the said apprentice to a school for instruction in reading, writing, and arithmetic, and other common studies, during \_\_\_\_\_ months in each and every year until he shall reach the age of \_\_\_\_\_ years, and to provide him with proper and sufficient school-books.

or administrator, under or by virtue of the said indenture, either for or in respect of such cancellation, or of any other act, matter, complaint or thing whatsoever touching or relating to the said apprenticeship. And also that the said apprentice shall neither enter into the service or employment of any other person or persons in the town of aforesaid, or within a circuit of        miles thereof; nor henceforth divulge or disclose any of the secrets of the said master, or of his trade or dealings, or of his family or household affairs, or any other matter or thing whatsoever which may be injurious, prejudicial or derogatory either to the business or the character of the said master, or of any of his family, friends or servants. In witness, etc.

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FORM 111.

*Articles of Clerkship.*

Articles of Agreement made (in duplicate) the  
           day of                    in the year of our Lord one thousand  
 eight hundred and ninety        ,  
 Between                    of                    (the father or  
 guardian) of the first part,\*                    son  
 of the said                    of the second part  
 and                    of                    gentleman, one of the  
 solicitors of the Supreme Court of Judicature for  
 Ontario, of the third part.

Witness, that the said                    of his own free  
 will (and with the consent and approbation of the said  
    testified by his execution of these pre-  
 sents), hath placed and bound himself, and by these  
 presents doth place and bind himself, clerk to the said  
    to serve him from the day of the date  
 hereof up to the day on which he shall be admitted as a  
 student-at-law, or entered as an articted clerk, which-  
 ever shall first happen in accordance with the rules of

\* Where a person about to be articted has attained his majority, his father or guardian is not a necessary party to the instrument.

the Law Society, and during and until the full end and term of                    years from the day of his so being admitted or entered then next ensuing.

And the said                    doth hereby for himself, his heirs, executors and administrators, covenant with the said                    his executors, administrators and assigns, that the said                    shall and will well, faithfully and diligently serve the said                    as his clerk in the practice or profession of a Solicitor of the Supreme Court of Judicature for Ontario from the date hereof, during and until the full end of the herein-before mentioned term.

And that the said                    shall not at any time during such term, cancel, obliterate, injure, spoil, destroy, waste, embezzle, spend, or make away with any of the books, papers, writings, documents, moneys, stamps, chattels, or other property of the said                    his executors, administrators or assigns, or of his partner or partners, or of any of his clients or employers.

And that in case the said                    shall act contrary to the last-mentioned covenant, or if the said                    his executors, administrators or assigns, or his partner or partners, shall sustain or suffer any loss or damage by the misbehaviour, neglect, or improper conduct of the said                    the said                    his heirs, executors or administrators, shall indemnify the said                    and make good and reimburse him the amount or value thereof.

And further, that the said                    will at all times keep the secrets of the said                    and his partner or partners, and will at all times during said term readily and cheerfully obey and execute his or their lawful and reasonable commands, and shall not depart or absent himself from the service or employ of the said                    at any time during the said term without his consent first obtained, and shall from

time to time, and at all times during the said term, conduct himself with all due diligence, honesty and propriety.

And the said doth hereby covenant with the said his executors, administrators and assigns, that he, the said will truly, honestly and diligently, serve the said at all times during the said term, as a faithful clerk ought to do, in all things whatsoever, in the manner above specified.

In consideration whereof and of paid by the said (the receipt whereof the said doth hereby acknowledge) the said for himself, his heirs, executors and administrators, doth hereby covenant with the said that the said will accept and take the said as his clerk.

And also that the said will by the best ways and means he may or can, and to the utmost of his skill or knowledge, teach and instruct, or cause to be taught and instructed, the said in the said practice or profession of a Solicitor of the Supreme Court of Judicature for Ontario, which the said now doth, or shall at any time hereafter during the said term use or practice.

And also will at the expiration of the said term use his best means and endeavours, at the request, cost, and charges of the said and or either of them, to cause and procure him, the said admitted as a Solicitor of the Supreme Court of Judicature for Ontario, provided the said shall have well, faithfully, and diligently served his said intended clerkship.

In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above mentioned.

Signed, sealed and delivered by the within named parties, in the presence of

*Affidavit of Execution.*

Province of Ontario.	}	I,	of the
County of		of	in the County
		of	make
To Wit:	}	oath and say:	

1. That I was personally present, and did see the within instrument and duplicate thereof duly signed, sealed and executed by the part thereto.

2. That the said instrument and duplicate were executed at

3. That I know the said part

4. That I am a subscribing witness to the said instrument and duplicate.

5. That the said instrument and duplicate were executed as aforesaid on the day of 18

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FORM 112.

*Articles of Agreement between Surveyor and Apprentice.*

These articles of agreement, made this day of , 18 , between A. B., of , a Provincial Land Surveyor, of the Province of Ontario, now practising in the capacity of a Provincial Land Surveyor in the Province of Ontario, of the one part, and C. D., of , and E. F., son of the said C. D., of the other part, witness:

That the said E. F. of his own free will, and by and with the consent and approbation of the said C. D., doth by these presents, place and bind himself pupil or apprentice to the said A. B., to serve him as such from the day of the date hereof, for, and during, and until the full end and term of three years from hence next ensuing, and fully to be completed and ended.

And the said C. D. doth hereby for himself, his heirs, executors, and administrators, covenant with the said A. B., his executors, administrators and assigns, that the said E. F. shall well and faithfully and diligently, according to the best and utmost of his power, serve the said A. B. as his pupil, or apprentice, in the practice or profession of a Provincial Land Surveyor, for the Province of Ontario, which he, the said A. B., now followeth : and shall continue with him from the day of the date hereof, for and during, and until the full end of the said term of three years ; and that he, the said E. F., shall not at any time, during such term, cancel, obliterate, injure, spoil, destroy, waste, embezzle, spend, or make away with any of the books, papers, writings, documents, maps, plans, drawings, field notes, moneys, chattels, or other property of the said A. B., his executors, administrators or assigns, or his partner or partners, or any of his clients or employers ; and that in case the said E. F. shall act contrary to the last-mentioned covenant, or if the said A. B., his executors, administrators or assigns, or his partner or partners, shall sustain or suffer any loss or damage by the misbehaviour, neglect, or improper conduct of the said E. F., the said C. D., his heirs, executors, administrators or assigns, will indemnify the said A. B., his executors, administrators or assigns, and make good and reimburse him or them the amount or value thereof ; and further, that the said E. F. shall, at all times, during the said term and afterwards, keep the secrets of the said A. B. and his partner or partners, and of his and their clients and employers, in all matters relating to the said business or profession, and will at all times, during the said term, be just, true and faithful to the said A. B. in all matters and things, and from time to time pay all moneys which he shall receive of, or belonging to, or by order of the said A. B. into his hands, and make and give true and fair accounts of all his acts and doings whatsoever, in the said business and profession, without fraud or delay, when and so often as he shall thereto be required ; and will readily

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and cheerfully obey and execute his lawful and reasonable commands, and shall not depart or absent himself from the service or employ of the said A. B.; at any time during the said term without his consent first had and obtained, and shall from time to time, and at all times during the said term, conduct himself with all due diligence and with honesty and sobriety; and the said E. F. doth hereby for himself, covenant with the said A. B., his executors, administrators and assigns, that he, the said E. F., will truly, honestly and diligently serve the said A. B. at all times, for and during the said term, as a faithful apprentice ought to do, in all things whatsoever, in the manner above specified.

In consideration whereof, and of of lawful money by the said C. D. to the said A. B. paid at or before the sealing and delivering of these presents (the receipt whereof is hereby acknowledged), the said A. B., for himself, his heirs, executors and administrators, doth covenant with the said C. D., his heirs, executors and administrators, that the said A. B. will accept and take the said E. F. as his pupil or apprentice, and that he, the said A. B., will, by the best ways and means he may or can, and to the utmost of his skill and knowledge, teach and instruct, or cause to be taught and instructed, the said E. F. in the art, practice and profession of a provincial land surveyor for the Province of Ontario, and in all things whatsoever, incident or belonging thereto, in such manner as he, the said A. B., now, or any time hereafter during the said term, shall use and practice, and also will provide the said E. F. with all the necessary and reasonable expenses incurred in transacting or performing the business of the said A. B., and also will, at the expiration of the said term, give to the said E. F. a certificate of servitude, and use his best means and endeavours, at the request, costs and charges of the said C. D. and E. F., or either of them, to cause and procure him, the said E. F., to be examined before the Board of Examiners of Land Surveyors for Ontario: provided the said

E. F. shall have well, faithfully and diligently served his intended apprenticeship.

And for the true performance of all and every the covenants and agreements aforesaid, according to the true intent and meaning thereof, each of them, the said A. B. and C. D., doth bind himself, his heirs, executors and administrators, unto the other, his heirs, executors and administrators and assigns, in the penal sum of five hundred dollars, firmly by these presents.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered }  
in the presence of }

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AGREEMENT made in duplicate this                      day  
of                      , 18                      , between                      , of  
the party of the first part, and                      , of                      ,  
and                      (his wife), the parties of the second part.

Whereas the party of the first part has a daughter aged                      years: and whereas (here recite fully all the circumstances which tend to show that it is for the benefit of the child that she should be adopted by the parties of the second part); and whereas the parties of the second part are willing to adopt the said child subject to the conditions hereinafter contained and on the part of the party of the first part to be observed.

Now this agreement witnesseth, that in consideration of the premises and of the sum of one dollar now paid by the parties of the second part to the party of the first part, the party of the first part doth hereby grant and assign to the parties of the second part forever, all his rights to the possession and custody, control and care of the said child in as full and ample measure as if the said child were the lawful child of the parties of the second part; and the party of the first part doth hereby appoint the parties of the second part, during their lives and after their respective deaths, the person or persons to be nominated in that behalf, as is hereinafter mentioned, to be the guardians of the person and estate of the said child until she shall attain the age of twenty-one years or shall marry under that age.

The parties of the second part covenant and agree with the party of the first part to maintain, board, lodge, clothe and educate the said child in a manner suitable to her station, and as if she were the lawful child of the parties of the second part, until she shall attain the age of twenty-one years or marry under that age; and the parties of the second part further agree to indemnify the party of the first part against all actions, claims and demands for the maintenance and support of the said child as aforesaid.

And the party of the first part covenants and agrees that he will not, nor shall any person claiming under him, interfere with the parties of the second part in the possession, custody, or control of the said child, or in the training, management and education, religious or otherwise, of the said child, or in any way lay claim to such custody or control. (Add provision for appointment of guardian by will.)

In witness whereof, etc.

## ARBITRATION.

"Every agreement or submission to arbitration by consent, whether by deed, or in writing not under seal, may, on the application of any party thereto, be made a rule or order of the High Court, or of a County Court, in actions pending in the County Court, unless the agreement or submission contains words purporting that the parties intended that it should not be made a rule or order of the Court,"  
R. S. O. 1887, c. 53, s. 13.

## FORM 113.

*Submission.*

Memorandum of agreement, made the                      day of  
18   , between                      of                      and                      of                      and  
                    of

Whereas differences exist between the above-mentioned parties: it is hereby agreed to refer all disputes and matters in difference between them to the award and final determination of                     , so as his award be made and published in writing ready to be delivered to the parties [or to the legal personal representatives of those (if any) who may be dead] who shall require the same on or before the                      day of                      next, or on or before any other day to which the arbitrator shall, by any writing signed by him, endorsed on this submission, from time to time enlarge the time for making his award: and it is further agreed that the costs of and incidental to these presents, and the costs of the reference and award, shall be in the discretion of the arbitrator, who may direct to whom, by whom, and in what manner the same or any part thereof shall be paid: and it is further agreed that this submission may be made a rule of the                      Division of the High Court of Justice, at the instance of any or either of the parties

hereto, their executors or administrators, without any notice to the others or other of them.

And it is further agreed as to the conduct of the reference as follows:—

(1) The arbitrator may order what he shall think fit to be done by the parties hereto or any of them.

(2) Witnesses shall be examined upon oath.

(3) The arbitrator may proceed *ex parte*, if any party, after reasonable notice, do not attend, unless such party previously satisfies the arbitrator that he had good and sufficient cause for not attending.

(4) The parties shall produce before the arbitrator all books, deeds, papers, accounts, vouchers, writings and documents within their possession or control which the arbitrator may require and call for.

And it is further agreed that no action shall be brought against the arbitrator or any of the parties hereto concerning the matters referred. And it is further agreed that, if motion be made to set aside or otherwise respecting the award, the court may, whether the award be insufficient in law or not, remit the award from time to time to the re-consideration and re-determination of the arbitrator.

In witness whereof the said parties have hereunto set their hands the day and year above written.

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FORM 114.

*Submission by deed.*

This indenture, made the                      day of                      , A.D.  
18    , between                      , of the first part, and                      ,  
of the second part.

Whereas disputes and differences have arisen, and are now depending, between the said parties of the first and

second parts in reference to \_\_\_\_\_, and in order to put an end thereto, and to obtain an amicable adjustment thereof, the said parties of the first and second parts have respectively agreed to refer the same to the award order, arbitrament, final end and determination of \_\_\_\_\_ and \_\_\_\_\_, arbitrators, respectively nominated and chosen, by and on behalf of the said \_\_\_\_\_ and \_\_\_\_\_ : And in the event of the said two arbitrators hereby appointed not being able to agree within one month from the date of these presents upon their said award, then it shall and may be lawful for them to appoint some fit person as third arbitrator, by a memorandum in writing under their hands, to be endorsed on these presents; and the award of any two of them shall be final and conclusive, both at law and in equity, upon both of the said parties hereto, such award to be made in writing on or before the \_\_\_\_\_ day of \_\_\_\_\_ next.

Now this indenture witnesseth, that they the said \_\_\_\_\_ do, and each of them doth, each for himself and for his and their respective heirs, executors and administrators, covenant, promise and agree, with and to each other, and his and their heirs, executors and administrators, well and truly to stand to, obey, abide by, observe, perform, fulfil and keep the award, order, arbitrament, and final determination of the said arbitrators, hereby appointed; or in the event of it having been necessary to appoint such third arbitrator as aforesaid, to stand to, obey, abide by, observe, perform, fulfil and keep the award, order, arbitrament, and final determination of any two of them of and concerning the premises aforesaid, or anything in any manner relating thereto, so as the said award of the said arbitrators be made in writing under their hands, or under the hands of any two of them (in the event of any such appointment as aforesaid).

And it is also mutually agreed by the said \_\_\_\_\_ and \_\_\_\_\_ that the death of either of them shall not operate

as a revocation of the power and authority of the said arbitrators appointed by these presents, or to be appointed in pursuance hereof, to make their award, and that such award (in case of such death before the making or publishing such award), in writing under the hands of the said arbitrators, shall be delivered to the respective personal representatives of either of the said                      and who shall require the same on or before such                      day of                      as mentioned aforesaid.

And it is hereby agreed, that the said arbitrators hereby appointed, or in the event of any such appointment being made as aforesaid, any two of them shall be at liberty, by writing under their hands, respectively endorsed on these presents, to enlarge the time for making the said award when and as often and to such times as they shall think fit. And also, that neither of the said parties shall nor will obstruct, delay, impede or prevent in any manner the said arbitrators from making, but will, so far as in them lies respectively, do all such acts and things required to be done, produced or performed by the said arbitrators to enable the said arbitrators to make such award as aforesaid in pursuance hereof. And also, that all the costs and charges attending the said arbitration shall be in the discretion of the said arbitrators hereby appointed, or in the event of such appointment of a third arbitrator as aforesaid, of any two of them so making their award as aforesaid, and shall be paid and satisfied pursuant to their award. And also, that these presents may be made a Rule of the                      Division of the High Court of Justice, to the end that the said parties respectively may be finally concluded by the said arbitration, pursuant to the Statute in such case made and provided.

And for the full performance of such award so to be made as aforesaid, the said parties hereto bind themselves, severally and respectively, their several and respective heirs, executors and administrators, each to the other of them

respectively, in the penal sum of                      lawful money of  
Canada, firmly by these presents.

In witness, etc.

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FORM 115.

*Submission by Bond.*

Know all men by these presents, that                      of  
is held and firmly bound to                      of                      in the penal  
sum of                      of lawful money of Canada, to be paid to  
the said                      or to                      certain attorney, executors,  
administrators, or assigns; for which payment to be well  
and truly made                      bind                      heirs, executors and  
administrators for ever firmly by these presents.

Sealed with                      seal dated this                      day of  
A.D. 18                      .

Whereas disputes and differences have arisen and are  
now pending between the above bounden                      and the  
said                      touching and concerning

And whereas the above bounden                      and the said  
have agreed to refer such disputes and differences,  
as well as all actions, suits, controversies, accounts, reckon-  
ings, matters and things in anywise relating thereto, to the  
award, arbitrament and determination of                      arbitrators,  
nominated, appointed and chosen as well by and on the  
behalf of the above bounden                      as of the said                      and  
who have consented and agreed to accept the burden of the  
said arbitration:

Now the condition of the above-written obligation is  
such, that if the above bounden                      do and shall well  
and truly submit to, abide by and perform the award,  
arbitrament and determination of the said arbitrators, so  
nominated, appointed and chosen as aforesaid, touching  
and concerning the matters in dispute between the above  
bounden                      and the said                      and so referred to



them the said arbitrators as aforesaid (provided such award be made in writing under the hands and seals of the said arbitrators, ready to be delivered to the said parties, or such of them as shall apply for the same, on or before the day of                      A.D. 18    , then this obligation shall be void, otherwise to be and remain in full force and virtue.

And it is hereby agreed between the said parties in difference, that these presents and the submission hereby made of the said matters in controversy, may be made a Rule of the                      Division of the High Court of Justice, pursuant to the statute in that behalf; and that all books, papers, vouchers, entries or memoranda in the power, custody or possession of the said parties shall be produced to the said arbitrators or umpire; and that all witnesses produced to the said arbitrators or umpire shall be sworn by them; and that all costs and charges attending on the drawing of these presents and of the said arbitration and award shall be in the discretion of the said arbitrators or umpire.

Signed, sealed, etc.

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FORM 116.

*Appointment of Umpire by Endorsement.*

We, the within named                      and                      do hereby nominate and appoint                      of                      to be umpire between us in and concerning the matters in difference within referred on condition that he do, within                      days from the date hereof, by some writing under his hand, accept the umpirage.

Witness our hands this                      day of                      , A.D. 18    .

Witness,

## FORM 117.

*Appointment of an Arbitrator in Pursuance of an Arbitration Clause in Articles of Partnership.*

Whereas by articles of partnership, dated                      , 18                      and made                      , 18                      , amongst other things it was agreed that, in case any dispute or question should arise between the said parties relative to the construction of the said articles, or to all or any of the matters or things therein contained, the same should be referred to the arbitration of two indifferent persons, one to be named by each of the parties, with power for such arbitrators to appoint an umpire in case of their disagreement; and that the award of the said arbitrators or umpire should be final and conclusive; and whereas disputes have arisen between the said parties relating to their partnership affairs, and they in pursuance of the said covenant agreed to refer the same accordingly: now, therefore, I,                      one of the partners, hereby nominate and appoint                      , of                      , an arbitrator for me and on my behalf, to hear and determine the disputes aforesaid, in accordance with the provisions of the said articles of partnership.

Dated the                      day of                      , 18                      .                      Witness, etc.

## FORM 118.

*Appointment of Arbitrator under Mechanics' Lien Act.*

Whereas I, A. B., claim to be entitled to a lien upon the estate and interest of (name of owner) in (describe the lands) [or a charge upon the money due from (name the owner) to you (name of contractor)], for and in respect of a claim of \$                      , which I claim to be due to me from you for work done [or materials furnished], which claim you dispute. I do, therefore, hereby and by virtue of the

statute in that behalf, appoint C. D., of (state his residence and occupation), as arbitrator to determine all matters in dispute between us touching my said claim. And I do hereby require you, within three days after the service hereof, to appoint an arbitrator on your behalf, and in default of your so doing I shall apply to the Judge of the County Court of the county (the county in which the lands lie) to appoint an arbitrator for you.

Dated this                      day of                      , 18 .

(Signature of sub-contractor whose claim is disputed.)

To (name of debtor disputing the claim).

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FORM 119.

*Revocation of Submission.*

Know all men by these presents, that I                      , of                      , do hereby revoke all the power and authority which by an agreement dated the                      day of                      18 , and made between me, the said                      , and                      , and                      , were conferred upon the arbitrator therein named.

Dated this                      day of                      , 18 .

Witness,

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FORM 120.

*Notice to Arbitrator of Revocation.*

SIR,—I hereby give you notice that by a writing under my hand, dated the                      day of                      , 18 , I have revoked your authority as arbitrator named in an agreement dated the                      day of                      , and made between me and                      .

Witness,

## FORM 121.

*Appointment of Umpire by Arbitrators by Indorsement on the Agreement of Reference.*

We, the within named arbitrators, in pursuance of the powers given us by the within written agreement, do hereby nominate and appoint \_\_\_\_\_, of \_\_\_\_\_, to be umpire according to the said agreement of reference, provided he shall, in writing, accept the office within \_\_\_\_\_ days from the date hereof.

In witness, etc.

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## FORM 122.

*Appointment of third Person as Additional Arbitrator.*

We, the within named \_\_\_\_\_ and \_\_\_\_\_, do by this memorandum under our hands [made before we enter or proceed on the arbitration within mentioned] nominate and appoint \_\_\_\_\_, of \_\_\_\_\_, the third person or arbitrator, to whom, together with ourselves, all matters in difference between the said parties within mentioned shall be referred, according to the tenor and effect of the within deed.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

Signed in the presence of \_\_\_\_\_

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## FORM 123.

*Award by an Umpire.*

To all to whom these Presents shall come, J. P., of \_\_\_\_\_ yeoman, sends greeting: Whereas, P. Q., of \_\_\_\_\_ of the one part, and A. B. and C. D. of \_\_\_\_\_ of the other part, have mutually entered into, and reciprocally executed bonds or obligations to each other, bearing date the \_\_\_\_\_ day of \_\_\_\_\_

respectively, conditioned, that the said parties should in all things well and truly stand to, abide, observe, perform, fulfil, and keep the award, final end and determination of R. S. of            and B. W. of            arbitrators, indifferently chosen by the said parties, of and concerning all and all manner of action and actions, cause and causes of action, suits, bills, bonds, etc. (*reciting the condition of the bond*); And whereas, the said R. S. and B. W. met upon the said arbitration, and did not make their award between the said parties by the time limited in and by the conditions of the said bonds and in pursuance of the said bonds; have chosen and appointed me as umpire, to settle and determine the matters in difference; now know ye that I, the said J. P., the umpire, named and chosen, as aforesaid, having taken upon me the burthen of the said arbitration, and respective witnesses, proofs and allegations on both sides of and concerning the said disputes and differences between them, and fully considered the same, and the matters to me referred, do make this my award and umpirage in manner following, that is to say, I do award and order that the said P. Q., his executors or administrators, do and shall, on the            day of            between the hours of            and            in the forenoon, at the house known, etc., pay, or cause to be paid, unto the said A. B. and C. D. the sum of            in full, for their damages and costs in a certain action lately commenced by them against the said P. Q., and also, for the costs of and occasioned by the said reference; and upon payment of the said sum of            I do award and direct, that the said parties shall duly execute and deliver to each other, mutual releases in writing, of all and every action and actions, cause and causes of action, damages, claims and demands whatsoever, subsisting or depending, on or before the said            day of            last.

In Witness, etc.

## FORM 124.

*Award by Referees.*

We, the undersigned, referees appointed by the within rule of court (*or* by the within agreement of submission) having notified and met the parties, and heard their several allegations, proofs, and arguments, and duly considered the same, do award and determine that the within named A. B. shall recover of the within named C. D. the sum of together with the costs of suit, to be taxed by the court, and the costs of this reference, which last amount to the sum of , and that the same shall be in full of all matters within referred to us.

In Witness, etc.

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## FORM 125.

*Award by Arbitrators.*

To all to whom these Presents shall come, A. A., of C. C., of and D. D., of send greeting :

Whereas divers suits, disputes, controversies, and differences, have happened and arisen, and are now depending, between E. E., of and F. F., of for pacifying, composing and ending whereof, the said E. E. and F. F. have bound themselves each to the other, in the penal sum of by several bonds or obligations, bearing date last past, before the date hereof, with conditions thereunder, to stand to, obey, abide, perform and keep the award, order, arbitrament, final end and determination of the said A. A., C. C., and D. D., arbitrators indifferently named, elected and chosen, as well on the part and behalf of the said E. E. as of the said F. F., to arbitrate, award, adjudge and determine, of and concerning all, and all manner of action and actions, cause and causes of actions,

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suits, bills, bonds, judgments, executions, quarrels, controversies, trespasses, damages, and demands, whatsoever, at any time or times theretofore had, made, commenced, sued, prosecuted, or depending, by or between the said parties, or either of them, so as the said award should be made in writing, under the hands and seals of the said arbitrators, or any two of them, ready to be delivered unto the said parties, or such of them as should require the same, on or before the            day of            instant, as by the said obligations and conditions thereof it doth and may appear: Now know ye, that the said A. A., C. C., and D. D., taking upon them the charge and burden of the said award, and having heard the allegations and proofs of both parties, do, by these presents, arbitrate, award, order, decree, and adjudge, of and concerning the premises, in manner and form following: that is to say,

First, they do award, decree and adjudge, that the said F. F., or his heirs, shall and do, on or before the            day of            next ensuing the date hereof, make and execute a good and sufficient conveyance of his interest, etc., of and in all those parcels or tracts of land, etc.

And, also, the said arbitrators do further award, decree, and adjudge that the said F. F., his executors or administrators, shall and do, on or before the            day of            next ensuing the date hereof, pay, or cause to be paid, unto the said E. E., his executors, or administrators, at or in the now dwelling-house of the said E. E., in            aforesaid, the sum of            dollars, in full payment, discharge and satisfaction, of and for all moneys, debts or duties, due or owing unto the said E. E., by the said F. F., upon any account whatsoever, at any time before their entering into the said bonds of arbitration, as aforesaid.

And, also, the said arbitrators do hereby further award, order, decree, and adjudge, that all actions and suits commenced, brought, or depending between the said E. E. and F. F., for any matter, cause, or thing whatsoever, arising or

happening at the time of, or before their entering into the said bonds of arbitration, shall, from henceforth, cease and determine, and be no further prosecuted or proceeded in by them, or either of them, or by their, or either of their means, consent or procurement.

And lastly, the said arbitrators do hereby further award, order, adjudge and decree, that the said E. E. and F. F., shall and do, within the space of two days next ensuing the date of this present award, seal and execute unto each other, mutual and general releases of all actions, cause and causes of actions, suits, controversies, trespasses, debts, duties, damages, accounts, reckonings, and demands whatsoever, for or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of the said bonds of arbitration as aforesaid.

-In Witness, etc.

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FORM 126.

*Award where Submission was by Agreement, and Stating Assent for Enlargement.*

To all to whom these presents shall come, we, A. A. and T. A., of                      send greeting: Whereas on                      by a certain agreement in writing under the hands [and seals] of A. B., of                      and C. D., of                      bearing date on or about the                      day of                      last, reciting that, &c., (*here set out the recital and such parts of the agreement as bear upon the award*). And whereas by an endorsement on the said agreement, bearing date on or about the                      day of                      last past, and under the hands of all the said parties to the said agreement, they the said parties mutually and reciprocally consented and agreed that the time for the said arbitrators making the said award should be enlarged to the                      day of                      then next, and that they would in all other respects abide by the terms of the



said agreement. Now know ye that we the said arbitrators having taken upon us the burthen of the said reference, and having examined all such witnesses as were produced before us by the said parties respectively, and having fully weighed and considered the allegations, proofs, and vouchers made and produced before us, do award, [&c.]

In witness, &c.

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FORM 127.

*Award by Sole Arbitrator.*

Whereas, by a certain agreement in writing, dated the day of , 18 , and made between and and , it was agreed that all matters in difference between the said and and should be referred to the award and determination of me of .

Now I, the said arbitrator, do award and finally determine as follows:—

1. That the said is indebted to the said in the sum of which said sum I hereby direct the said to pay to the said .
2. That the said shall pay to the said the costs of and incidental to the said submission and of the reference.

Signed and published the day of 18 .

Witness.

A. B.  
*Arbitrator.*

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FORM 128.

*Amended Award on Reference Back.*

Whereas, by an order of the Division of the High Court of Justice, made the day of 18 , it was ordered that my award should be referred back to me to

reconsider and redetermine. Now I, the within named arbitrator, having reconsidered this my award do hereby redetermine, declare and award as follows:—

Signed and published this            day of            18 .

*Witness.*

A. B.

*Arbitrator.*

FORM 129.

*Affidavit of Execution of Award.*

County of            } I, Y. Z., of, &c., make oath and  
To wit:            } say:

1. That I was present and did see the annexed award duly signed, sealed, and delivered by the therein-named            and that I am the subscribing witness to the execution of the said award.

Sworn before me, at            }  
in the county of            this            }  
day of            13            }

*A Commissioner, &c., &c.*

FORM 130.

*Appointment to Proceed.*

*In the matter of* an arbitration between            , I  
appoint            , the            day of            18 ,  
for proceeding in this reference, at            o'clock in the  
noon, at

Dated this            day of

To

A. B.,  
*Arbitrator*

FORM 131.

*Peremptory Appointment to Proceed.*

*In the matter of* an arbitration between \_\_\_\_\_,  
I appoint \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_,  
peremptorily for proceeding in this reference, and in case  
\_\_\_\_\_ fail to attend without having previously shown  
to my satisfaction good and sufficient cause for absenting  
I shall proceed with the reference *ex parte*.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_.  
To \_\_\_\_\_ A. B.,  
Arbitrator.

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FORM 132.

*Arbitrators Demand for Documents.*

*In the matter of* an arbitration between \_\_\_\_\_,  
I require you to produce before me, on the \_\_\_\_\_ day,  
of \_\_\_\_\_, 18 \_\_\_\_\_, at \_\_\_\_\_ o'clock in the  
noon, at \_\_\_\_\_, the following documents relating to  
the matters in this reference, that is to say:—  
and also all other books, deeds, papers and writings con-  
cerning the matters in difference referred to my decision.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_\_.  
To \_\_\_\_\_ A. B.,  
Arbitrator.

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FORM 133.

*Notice to Umpire of Disagreement.*

*In the matter of* an arbitration between \_\_\_\_\_,  
we hereby give you notice that we cannot, and shall not  
be able to agree in making an award, but have finally  
disagreed about the same.



DOMINION CONVEYANCES

FORM 115a.

*Agreement for Arbitration under the Board of  
General Arbitration Act, 1894 (57 Vict. c. 24 (O.).*

Agreement made this       day of       189   be-  
tween       of       and       of

Whereas, differences have arisen between the parties hereto in respect of       and they have agreed to refer such differences to arbitration upon the terms and conditions contained in the Act of the Legislature of the Province of Ontario, entitled "An Act enabling Board of Trade in Cities to Appoint General Arbitrators for Certain Purposes."

Now it is hereby agreed by the said parties that all matters in difference between them in relation to the premises shall be and are hereby referred to       and       and, in case they cannot agree upon a third arbitrator within three days, to such third arbitrator as the registrar of the chamber of arbitrators may select.

In witness whereof, etc.

---

*Conveyance of Mining Lands in Quebec.*

This indenture, made the                      day of                      ,  
 18                      , between                      , of the                      of                      ,  
 in the Township of                      , in the County of                      ,  
 and Province of Quebec,                      , of the first part; and  
                     , of the                      of                      , in the County  
 of                      and Province aforesaid,                      , of the  
 second part.

Witnesseth that the party of the first part hath bargained, sold, assigned, transferred, and set over, and by these presents doth bargain, sell, assign, transfer, and set over, with promise of warranty against all gifts, dowers, alienations, hypothecations, troubles, and hindrances of every nature and kind whatsoever, unto the party of the second part, hereto present and accepting thereof as purchaser for himself, his heirs and assigns forever, all and every the mines, minerals, mining rights, and privileges of whatsoever nature and kind already found, or which at any time hereafter may be found in and upon that certain parcel or tract of land situate, lying and being in the Township of                      , in the County of                      , in the Province of Quebec, and known and distinguished according to the Official Plan and Book of Reference of the said Township of                      as lot number                      , in the                      Range of the said Township, with all and every the buildings, constructions, and erections of whatsoever kind and nature used in connection with and for the purpose of working the said mines and minerals, and with all and every the right and privilege of ingress, egress, and regress.

To have and to hold the said mines, minerals, rights, privileges, and constructions hereinbefore bargained, sold, assigned, transferred, or set over, or intended so to be, unto the party of the second part, his heirs and assigns forever, and to enter upon and take possession thereof immediately.

The present sale is made for and in consideration of the sum of                      dollars, which has been this day paid by the party of the second part to the party of the first part and *don't quittance generale et finale.*

In witness, etc.

Signed, sealed, etc.

ASSIGNMENTS.

FORM 137.

*General Form of Assignment.*

Know all men by these presents, that I, the within named A. B., in consideration of        dollars to be paid by C. D., have assigned to the said C. D. and his assigns, all my interest in the within written instrument, and every clause, article, or thing therein contained; and I do hereby constitute the said C. D. my attorney, in my name, but to his own use, to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises, with power of substitution.

Witness my hand and seal, this, etc.

---

FORM 138.

*Assignment of Crown Lands.*

Know all men by these presents, that I,        of the  
of        in the County of        and Province  
of       , for and in consideration of        of lawful  
money of Canada to        in hand paid by        of the  
of        in the County of        and Province  
aforesaid,        at or before the date hereof, the receipt  
whereof        do hereby acknowledge, have bargained, sold,  
assigned, transferred and set over, and by these presents do  
bargain, sell, assign, transfer and set over unto the said  
heirs and assigns, all        estate, right, title, in-  
terest, claim and demand whatsoever both at law and in

equity, of, in and to th    certain parcel    or tract    of land  
and premises, situate, lying and being in the Township of  
   in the County of     and Province aforesaid,  
containing by admeasurement     acres, be the same  
more or less, and being composed of     Lot number  
   in the     Concession     of the Township of  
aforesaid.

To have and to hold the same, with all and every the  
benefit that may or can be derived from the said     acres  
of land, unto the said     heirs and assigns, forever.

In witness, etc.

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FORM 139.

*Assignment of Lease.*

This Indenture, made the     day of     A. D.  
18    , between     hereinafter called the Assignor of  
the first part and     hereinafter called the Assignee  
of the second part.

Witnesseth that in consideration of     now paid by the  
said Assignor to the said Assignee (the receipt whereof  
is hereby acknowledged),     the said Assignor do grant  
and assign unto the said Assignee executors, administra-  
tors, and assigns, all and singular, the premises comprised  
in and demised by a certain Indenture of Lease, bearing  
date the     day of     A.D. 18    , and made between  
   together with the appurtenances, to hold the same  
unto the said Assignee executors, administrators, and as-  
signs, henceforth for and during the residue of the term  
thereby granted, and for all other the estate, term and in-  
terest (if any) of the said Assignor therein. Subject to  
the payment of the rent and the performance of the lessee's  
covenants and agreements in the said Indenture of Lease  
reserved and contained.



And the said Assignor for heirs, executors, and administrators, do hereby covenant with the said Assignee executors, administrators, and assigns that notwithstanding any act of the said Assignor he now has good right to assign the said Lease and premises in manner aforesaid.

And that subject to the payment of the rent and the performance of the Lessee's covenants, it shall be lawful for the Assignee executors, administrators and assigns, peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Indenture of Lease, and receive the rents and profits thereof without any interruption by the said Assignor, or any person claiming under free from all charges and incumbrances whatsoever. And also that the said Assignor and all persons lawfully claiming under will, at all times hereafter, at the request and costs of the said Assignee executors, administrators, or assigns, assign and confirm to and them, the said premises for the residue of the said term as the said Assignee executors, administrators or assigns shall reasonably require.

And the said Assignee for heirs, executors and administrators, do hereby covenant with the said Assignor, executors and administrators, that the said Assignee executors, administrators and assigns, will, from time to time, pay the rent and observe and perform the Lessee's covenants and conditions in the said Indenture of Lease, reserved and contained, and indemnify and save harmless the said Assignor, heirs, executors and administrators, from all losses and expenses in respect of the non-observance or performance of the said covenants and conditions or any of them.

In witness, etc.

## FORM 140.

*Assignment of Lease by Administrator.*

Know all men by these presents, that A. B., of administrator of all and singular the goods and chattels, rights and credits of the within named C. D., deceased, for and in consideration of the sum of \_\_\_\_\_ of good and lawful money of Canada, to him in hand well and truly paid by E. F. of \_\_\_\_\_, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said E. F., his executors, administrators, and assigns, all and singular the parcel or tract of land and premises, comprised in the within written indenture of lease, and all the estate, right, title and interest which he the said A. B., as administrator of the said C. D. as aforesaid, or otherwise, now hath, or at any time hereafter shall or may have, claim, challenge, or demand of, in or to, all or any of the said premises, by virtue of the said, indenture of lease or otherwise, as administrator of the said C. D. To have and to hold the said parcel or tract of land, and all and singular other the premises, with their and every of their appurtenances, unto the said E. F., his executors, administrators and assigns, for and during all the rest, residue and remainder yet to come and unexpired, of the within mentioned term of \_\_\_\_\_ years, subject nevertheless, to the yearly rent of \_\_\_\_\_ in and by the said indenture of lease reserved and contained, and to become due and payable, and to all and every the covenants, clauses, provisoes and agreements therein contained. And the said A. B. for himself, his heirs, executors and administrators, doth hereby covenant and declare to and with the said E. F., his executors and administrators, and assigns, that he the said A. B. hath not at any time heretofore made, done, committed, or executed, or wittingly or willingly

permitted, or suffered, any act, deed, matter, or thing whatsoever, whereby or wherewith, or by means whereof, the said parcel or tract of land and premises hereby assigned, are, is, can, shall, or may be any ways impeached, charged, affected, or incumbered in title, estate or otherwise, howsoever.

In witness, etc.

---

FORM 141.

*Assignment of Mortgage.*

This Indenture made (in duplicate) the                      day of  
                     A.D. 18   , between                      hereinafter called  
 the "Assignor" of the first part and                      herein-  
 after called the "Assignee" of the second part

Whereas, by a mortgage dated on the                      day of  
                     18   ,                      did grant and mortgage the land  
 and premises therein and hereinafter described to  
 heirs and assigns for securing the payment of                      and  
 there is now owing upon the said mortgage

Now this indenture witnesseth, that, in consideration of  
                     of lawful money of Canada now paid by the said  
 Assignee , to the said Assignor (the receipt whereof is here-  
 by acknowledged) the said Assignor do hereby assign and  
 set over unto the said Assignee , executors, administrators  
 and assigns all that the said before in part recited  
 mortgage, and also the said sum of                      now owing  
 as aforesaid together with all moneys that may hereafter  
 become due or owing in respect of said mortgage and the  
 full benefit of all powers and of all covenants and provisoes  
 contained in said mortgage. And also full power and  
 authority to use the name or names of the said Assignor  
                     heirs, executors, administrators or assigns for enforcing  
 the performance of the covenants and other matters and

things contained in the said mortgage. And the said Assignor do hereby grant and convey unto the said Assignee heirs and assigns, all and singular to have and to hold the said mortgage and all moneys arising in respect of the same and to accrue thereon, and also the said land and premises thereby granted and mortgaged to the use of the said Assignee heirs, executors, administrators and assigns absolutely forever; but subject to the terms contained in such mortgage.

And the said Assignor for heirs, executors, administrators and assigns do hereby covenant with the said Assignee heirs, executors, administrators and assigns, that the said mortgage hereby assigned is a good and valid security and that the sum of is now owing and unpaid, and that ha not done or permitted any act matter or thing whereby the said mortgage has been released or discharged, either partly or in entirety; and that will upon request do perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

In witness, etc.

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FORM 142.

*Assignment of Mortgage by Indorsement.*

This indenture made the day of in the year of our Lord 18 , between within named, of the first part, and of of the second part witnesseth, that the party of the first part, for divers good considerations, him thereunto moving, and for the further consideration of the sum of five shillings to him in hand well and truly paid by the party of the second part at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained,

sold and assigned, and by these presents doth grant, bargain, sell and assign to the party of the second part, his heirs, executors, administrators and assigns, all the right, title, interest, claim and demand whatsoever, of him the party of the first part, of, in and to the lands and tenements mentioned and described in the within mortgage, and also to all sum and sums of money secured and payable thereby and now remaining unpaid, to have and to hold the same, and to ask, demand, sue for and recover the same, as fully to all intents and purposes as he the party of the first part now holds and is entitled to the same.

In witness, etc.

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FORM 148.

*Transfer of Charge or Mortgage.*

LAND TITLES ACT.

I, C. D., the registered owner under the Land Titles Act, of the charge dated the                      day of                      18                      , made by A. B., etc., and registered as number                      charging the land registered as Parcel 6, Township of York (*as the case may be*), in consideration of                      paid to me, transfer such charge to E. F. of                      , etc., as owner.

Dated the                      day of                      18                      .

Witness.

{ *Signature of registered  
owner of charge.*

(*No seal necessary.*)

## FORM 144.

*Form of Transfer of Charge by Endorsement.*

## LAND TITLES ACT.

I, the within named A. B., in consideration of \$  
paid to me, do transfer to C. D., of, etc., the within  
mortgage.

Dated, etc.

Witness.

(Signature.)

(No seal necessary.)

## FORM 145.

*Assignment Clause in Deed of Dissolution by one Partner  
to the other of Debts owing to the Firm.*

And the said J. B. doth hereby assign and release to the  
said J. S., his executors, administrators and assigns, all his  
right, title and interest in and to the debts and other choses  
in action of the said firm of B. & S., mentioned in the books  
of the said firm, (*or by schedule annexed*), without any ac-  
count to be made or given for or concerning the same, and  
the said J. B. for himself, his executors and administrators,  
doth hereby covenant with the said J. S., his executors, ad-  
ministrators and assigns, that he hath not at any time  
received, released or discharged the debts hereinbefore  
assigned or released, nor any part thereof.

## FORM 146.

*Assignment of Partnership Property in Trust to Close  
Concern, Etc.*

Whereas, a co-partnership has heretofore existed between  
J. S. and A. B., both of the                      of                      which  
co-partnership has been known under the name of S. & B.,

and which it is the intention of the said co-partners forthwith to dissolve and determine :

Now this indenture, made in duplicate this                      day of                      in the year 18    , by and between the said J. S. of the one part, and the said A. B., of the other part witnesseth,

1. That the co-partnership aforesaid is hereby by the mutual consent of the said parties, dissolved and determined.

2. The said J. S. doth hereby sell, transfer, assign, and set over unto the said A. B., his moiety of all the stock in trade, goods, merchandize, effects and property of every description belonging to or owned by the said co-partnership, wherever the same may be, together with all debts, choses in action, and sums of money due and owing to the said firm from any and all persons whomsoever, to hold the same to the said A. B. and his assigns forever, in trust for the following purposes, namely: that the said A. B. shall sell and dispose of all the goods, property, and effects belonging to the said firm, at such time and in such manner as he may think prudent; and shall with reasonable diligence, collect all the debts and sums of money due and owing to the said firm; and shall, out of the proceeds of the said sales, and with the money thus collected, pay and discharge all the debts and sums of money now due and owing from the said firm, as far as the proceeds of said sales and the sums of money collected will go; and, after fully satisfying all demands against the said firm, if there be any surplus, shall pay over one moiety thereof to the said J. S. or his assigns.

3. The said J. S. doth hereby constitute and appoint the said A. B. his attorney irrevocable, in his the said A. B.'s own name, or in the name of the said firm, to demand, collect, sue for and receive any and all debts and sums of money due and owing to the said firm; to institute and prosecute any suits for the recovery of the said debts, or to compound the same as he may judge most expedient; to

defend any and all suits against the said firm ; to execute all such paper writings and acquittances as may be necessary ; and generally to do all such acts and things as may be necessary and proper for the full and complete settlement of all business and concerns of the said co-partnership.

4. The said A. B., for himself, his executors, and administrators, hereby covenants to and with the said J. S. and his assigns, that he will sell and dispose of all the partnership property and effects to the best advantage ; that he will use his best diligence and endeavours to collect all debts and sums of money due and owing to the said firm ; and that he will truly and faithfully apply the proceeds of the said sale, and the moneys collected, to the payment, discharge, and satisfaction of all debts and demands against the said firm, as far as the same will go ; and, after discharging all such debts, will pay over to the said J. S. or his assigns one moiety of any surplus that may remain ; and further, that he will keep full and accurate accounts of all moneys received by him for goods sold, or debts collected, as well as of moneys paid out, and will render a just, true and full account therefor to the said J. S. or his assigns.

5. The said J. S., for himself, etc., covenants to and with the said A. B., etc., that, upon settlement of accounts, if it shall be found that the debts due and owing from the said firm exceed the amount of moneys received from the sales of the said goods and the debts collected, he will pay unto the said A. B. or his assigns, one moiety of any balance that may then be due and owing from the said firm.

In witness, etc.

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FORM 147.

*Assignment of Partnership Property By One Partner to Another.*

This Indenture, made in duplicate this                      day of  
A.D. 18     , by and between W. S. P. of                      of



the first part, and J. B. P., of                      of the second part,  
witnesseth :

That whereas the said parties were lately co-partners in the business of                      which partnership was dissolved and determined on the                      day of                      last ; and whereas many debts, due and owing to the said parties on account of their said co-partnership, are still outstanding, and debts due by the said firm are yet unpaid ; and whereas it is agreed that the said party of the second part shall assign and release to the said party of the first part all his interest in the stock in trade, goods and effects belonging to the said firm, and in the debts now owing to the said firm, and that the said party of the first part shall assume all the debts and liabilities of the said firm, and shall discharge and indemnify the said party of the second part from all liabilities and losses arising from the said partnership.

Now, therefore, in pursuance of the said agreement, and in consideration of the sum of                      paid and secured to the said J. B. P., he the said J. B. P. doth hereby fully and absolutely sell, assign, release and make over to the said W. S. P. all his right, title, interest, and share in and to all the stock in trade, goods, merchandize, machinery, tools, books, leasehold premises, and effects belonging to the said partnership, of whatever kind or nature, and wheresoever situated ; also, all his right, title, and interest in and to all the debts and sums of money now due and owing to the said firm, whether the same be by bond, bill, note or account, or otherwise ; and the said J. B. P. doth hereby make and appoint the said W. S. P., his executors, administrators and assigns, to be his attorney and attorneys, to receive all and several the debts and sums of money above mentioned, to his and their own use and benefit ; and doth hereby authorize the said W. S. P., his executors, etc., to demand, collect, and sue for the said debts and sums of money, and to use his, the said J. B. P.'s name in any way

or manner that the collection, recovery, and realization of the said debts and demands may render necessary, as well in court as out of court, but at their own proper costs and charges, and without cost or damage to the said J. B. P. And the said J. B. P. doth hereby further authorize the said W. S. P. to convey and transfer to his own name, and for his own use and benefit, any and all sums of money and effects, real and personal estate, which may be taken or received in the name of the said firm, and to hold the same free from all claims by the said J. B. P., his executors, administrators, or assigns.

And these presents further witness, that, in pursuance of the said agreement, the said W. S. P., for himself, his executors, and administrators, doth hereby covenant to and with the said J. B. P., his executors and administrators, that he, the said W. S. P., and his, etc., shall pay and discharge, and at all times hereafter save harmless and indemnify the said J. B. P., his, etc., from and against all and every the debts, duties and liabilities, which, at the dissolution and determination of the said partnership, were due and owing by the said firm to any person or persons, for any matter or thing touching the said partnership, and of and from all actions, suits, costs, expenses, and damages, for or concerning the said debts, duties, and liabilities, unless the said J. B. P. shall have contracted any debts or incurred any liabilities in the name and on account of the said firm, which are unknown to the said W. S. P., and do not appear in the books of the said firm; for which, if any such exist, the said W. S. P., does not hereby intend to make himself responsible.

In witness, etc.

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FORM 148.

*Assignment of Apprenticeship Indenture by Endorsement.*

Know all men by these presents, that I, the within  
named                      by and with the consent of                      my within

named apprentice, and            his father (*or as the case may be*), parties to the within Indenture, testified by their signing and sealing these presents, for divers good causes and considerations have assigned and set over, and do hereby assign and set over, the within Indenture, and the said        the apprentice within named, unto        of the of        his executors, administrators, or assigns, for the residue of the within mentioned term, he and they performing all and singular the covenants therein contained on my part to be kept and performed.

And I, the said        do hereby covenant on my part, with the consent of my father, the said        faithfully to serve the said        as an apprentice for the residue of the term within mentioned, and to perform toward him all and singular the covenants within mentioned on my part to be kept and performed.

And I, the said        for myself, my executors, administrators, and assigns, do hereby covenant to perform all and singular the covenants within mentioned on the part of the said        to be kept and performed toward the said apprentice.

Witness our hands and seals this        day of        18        .

---

FORM 149.

*Assignment of Articles of Clerkship.*

This Indenture, made the        day of        A. D. 18        , between A. A. of        Gentleman, a solicitor of the Supreme Court of Judicature for Ontario, of the first part; C. C. of        and D. C. (the clerk), son of the said C. C., of the second part, and E. F. of        Gentleman, a solicitor of the Supreme Court of Judicature for Ontario, of the third part; Whereas by Articles of Clerkship bearing date the day of        A. D. 18        , made between the said A. A. of the one part and the said C. C. and D. C., his son, of the

other part, and D. C. of his own free will did put, place and bind himself Clerk to the said A. A. to serve him from the day of the date thereof for, and during, and unto the full end and term of five years from thence next ensuing, and fully to be complete and ended, subject to the several covenants and conditions therein contained.

And whereas the said D. C. hath served the said A. A. as his clerk from the day of the date of the said Articles to the day of the date of these presents; and whereas it has been agreed that the said A. A. shall assign to the said E. F. all benefit and advantage of him the said A. A. under or by virtue of the said recited Articles of Clerkship for all the residue now to come and unexpired of the said term of five years; and it has been further agreed that the said D. C. shall put, place and bind himself as clerk to the said E. F. from the day of the date of these presents for the remainder of the said term.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement he the said A. A., at the request and with the consent of the said C. C. and D. C. testified by their respectively being parties to these presents hath assigned, transferred and set over, and by these presents doth assign, transfer and set over unto the said E. F. all benefit and advantage, interest, claim and demand whatsoever of him the said A. A. under the hereinbefore in part recited Articles of Clerkship, and the service of him the said D. C. under or by virtue of the same, to have and to hold all right and interest whatsoever of him the said A. A. in and to the service of him the said D. C. under or by virtue of the same unto the said E. F. his executors, administrators and assigns.

And this Indenture further witnesseth, that the said D. C. of his own free will and by and with the consent and approbation of the said C. C. testified as aforesaid, hath put, placed and bound himself, and by these presents doth put, place and bind himself clerk to the said E. F.,

to serve him from the day of the date of these presents for and during the remainder of the said term of five years, and fully to be complete and ended.

And the said C. C. for himself, his heirs, executors, and administrators, doth covenant with the said E. F., his executors, administrators, and assigns, by these presents in manner following, that is to say, that the said D. C. will well and faithfully serve the said E. F. as his Clerk, etc. *(the rest of the form may be taken from that of the original Articles, but confining the service and covenants to the remainder of the term.)*

In witness, etc.

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FORM 150.

*Assignment of a Bond by Endorsement.*

KNOW ALL MEN, etc., that for and in consideration of the sum of        of lawful money of Canada, by E. F., of to the within-mentioned obligee, C. D., in hand well and truly paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said C. D. hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said E. F. his executors, administrators, and assigns, the within written bond or obligation, and all principal and interest money thereby secured, and now due, or hereafter to become due thereon, and all benefit and advantage whatever, to be had, made, or obtained by virtue thereof, and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, of him the said C. D. of, in, to, or out of the said bond and moneys, together with the said bond. To have, hold, receive and enjoy the said bond and moneys, unto the said E. F., his executors, administrators and assigns from henceforth, for his and their own use and benefit for ever; and the said C. D. doth hereby make,

constitute and appoint, and in his place and stead put and place the said E. F., his executors, administrators and assigns, the true and lawful attorney and attorneys irrevocable of him, the said C. D., in his name, but to and for the sole use and benefit of the said E. F. his executors, administrators and assigns, to ask, demand and receive of and from the within named A. B. the obligor in the within written bond or obligation named, his heirs, executors, administrators or assigns, all such principal and interest moneys as now are or shall from time to time, or at any time hereafter be due upon the said bond, and to sue and prosecute any action, suit, judgment or execution thereupon, and to acknowledge, make and give full satisfaction, receipts, releases and discharges, for all moneys secured by the said bond, and now due, or at any time hereafter growing due thereon, and generally to do all and every such further and other lawful acts and things, as well for the recovering and receiving as also for the releasing and discharging of all and singular the said hereby assigned bond, moneys and premises, as fully and effectually to all intents and purposes, as the said C. D. his executors, administrators or assigns could or might do if personally present and doing the same. And the said C. D. doth hereby for himself, his executors and administrators covenant with the said E. F., his executors, administrators and assigns, to ratify, allow and confirm all and whatsoever the said E. F., his executors, administrators or assigns shall lawfully do or cause to be done in or about the premises, by virtue of these presents. And the said C. D. for himself, his executors and administrators, doth further covenant, promise and agree to and with the said E. F., his executors and assigns, by these presents, in manner following, that is to say, that the within mentioned sum of                      remains justly due and owing upon the said bond, and that he the said C. D. hath not received or discharged all or any of the said moneys due, or to grow due on the said bond, nor shall or will release, nonsuit, vacate or disavow any suit or other legal

proceedings to be had, made or prosecuted by virtue of these presents, for the suing for, recovering, releasing, or discharging of the said moneys, or any of them, without the license of the said E. F., his executors, administrators or assigns, first had and obtained in writing, nor shall or will revoke, invalidate, hinder, or make void these presents, or any authority or power hereby given, without such license as aforesaid.

In witness, etc.

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FORM 151.

*Assignment of Bond by Endorsement.*

*Concise Form.*

KNOW ALL MEN by these presents that I, A. B., of the  
of in the county of  
and province of Ontario, in consideration of the sum of  
of lawful money of Canada to me in hand, paid  
by C. D., of etc., at or before the sealing or delivery of  
these presents (the receipt whereof is hereby acknowledged), have sold, assigned, transferred, and set over, and  
by these presents doth sell, assign, transfer, and set over  
unto the said C. D., his executors, and assigns, the within  
bond or obligation, and all principal and interest thereby  
secured, and now due, or hereafter to accrue due thereon,  
and all benefit and advantage whatever to be had, made  
or obtained by virtue thereof, and all the right, title,  
interest, claim, property, and demand whatsoever of me  
the said A. B., of, into, or out of the said bond and  
moneys, together with the said bond. To have, hold, receive  
and enjoy the said bond and moneys unto the said C. D.,  
his executors, administrators, and assigns, from henceforth  
for his and their own use and benefit for ever.

IN WITNESS, etc.

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## FORM 152.

*Assignment of Replevin Bond.*

KNOW ALL MEN by these presents that I, \_\_\_\_\_, Esquire, sheriff of the county of \_\_\_\_\_, have at the request of the within named C. D., the avowant (*or person making cognizance*) in this cause, assigned over this Replevin Bond unto the said C. D., pursuant to the Statute in such case made and provided.

In WITNESS whereof I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18 \_\_\_\_.

Signed, sealed and delivered }  
in the presence of: }

## FORM 153.

*Assignment of Bail Bond.*

I, the within named sheriff of \_\_\_\_\_, have, at the request of A. B., the plaintiff, also within named, assigned to him, the said A. B., the within written bail bond, and all benefit and advantage arising therefrom, pursuant to the Statute in that case made and provided.

In WITNESS whereof I have hereunto set my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18 \_\_\_\_.

Signed, sealed and delivered by the within }  
named sheriff in the presence of: }

## FORM 154.

*Assignment of Several Demands Mentioned in Schedule.*

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_, between \_\_\_\_\_ of \_\_\_\_\_, of the one part, and \_\_\_\_\_, of the other part.

Whereas the said \_\_\_\_\_ has for some time past carried on the trade or business of a \_\_\_\_\_ at \_\_\_\_\_



aforesaid, and in the course of such trade or business the several persons whose names are mentioned in the schedule hereunder written have become indebted to him in the sums of money set opposite to their respective names, and he has contracted with the said                      for the absolute sale to him of the said debts for the sum of                      dollars: Now these presents witness that in consideration of the sum of                      dollars paid on the signing hereof, the receipt whereof is hereby acknowledged, he the said                      doth hereby assign unto the said                      , his executors, administrators and assigns, all and singular the said debts and sums of money mentioned in the said schedule, which are now owing to the said                      ; to have, receive, and take the said debts and sums of money unto the said                      , his executors, administrators and assigns, for his and their absolute use and benefit, as witness the hand of the said

In witness, etc.

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FORM 155.

*Assignment of Debt with Warranty.*

KNOW ALL MEN by these presents that I, C. P., of the City of                      in the County of                      and Province of Ontario,                      in consideration of                      dollars now paid to me by N. B., of the said city, broker and general agent, do hereby assign and transfer to him the said N. B., all that certain debt due to me by one T. S., for goods sold by me to said T. S., and all my right, title and interest in and to the same and every part thereof.

And I hereby warrant to him the said N. B., that there is due to me from the said T. S., the sum of seventy dollars on account of the said debt, and that this last mentioned sum is now due to me over and above all claims of set-off or otherwise, and is a valid and subsisting claim for the said amount, and that I have not made or knowingly suffered

any act, deed, or thing, whereby the said debt or demand or any part thereof, can be impeached or affected in any-wise howsoever.

Dated at                      this                      day of                      C. P.  
A. D., 18' .

**FORM 156.**

### Assignment of Part of Debt.

KNOW ALL MEN by these presents that I, P. S., of the  
of , in the County of , and  
Province of Ontario, gentleman, in consideration of the  
sum of dollars, now paid to me by T. M., of the  
said , do hereby assign and transfer to him the  
said T. M., a part of a certain debt owing to me by one  
E. L., of the of , of the County of ;  
the said part being to the extent of dollars of  
said debt, and all my right, title and interest in and to the  
said part of debt.

And I hereby warrant to the said T. M. that there is due to me from the said E. L. the sum of                      dollars on account of said debt over and above all claims for set-off or otherwise, and that the said claim is a valid and subsisting claim to the extent of                      dollars, and I have not knowingly suffered any act, deed or thing, whereby the said claim to the said extent can be impeached or affected in anywise howsoever.

Dated at                  this                  day of                  A.D.  
18 .                                  P. S.

FORM 157.

*General Assignment of Book Debts.*

KNOW ALL MEN by these presents that I, S. F., of the Town of \_\_\_\_\_, in the County of \_\_\_\_\_ in consideration of \_\_\_\_\_ dollars, now paid to me by T. W., of the \_\_\_\_\_ of \_\_\_\_\_ in said County of \_\_\_\_\_ gentleman, do hereby assign and transfer to him the said T. W. all the debts, claims and demands (*mentioned in the Schedule hereto annexed, or contained in a certain ledger marked A, and signed by me*), whether the said demands are payable in money or otherwise, and all my right, title and interest in and to the said debts, claims and demands, and every or any part thereof respectively.

And I, the said S. F., do hereby warrant that there is due to me from the said parties respectively the amounts which respectively appear to be due by said Schedule (or *ledger*), and that the said sums are respectively due to me over and above all claims of set-off or otherwise, and that they are valid and subsisting claims for the said respective amounts, and I have not made or knowingly suffered any act, deed or thing, whereby the said debts, claims or demands, or any of them, or any part thereof respectively, can be impeached or affected in anywise howsoever.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, A.D.,  
18 . \_\_\_\_\_ S. F.

FORM 158.

*Assignment of a Debt, with Power of Attorney, etc.*

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ in consideration of the sum of \_\_\_\_\_ dollars, paid to \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_ (the receipt of which is hereby acknowledged), do hereby sell, assign, and transfer unto the said \_\_\_\_\_ all \_\_\_\_\_ claims and

demands against                      of                      for debts due to the  
 said                      and all actions against said                      now  
 pending in                      favour, and all causes of action whatsoever  
 against him.

And the said                      do                      hereby nominate and appoint  
 the said                      his executors and administrators,  
 attorney or attorneys, irrevocable; and do give him and  
 them full power and authority to institute any suit or suits  
 against said                      and to prosecute the same, and any  
 suit or suits which are now pending for any cause or  
 causes of action, in favour of said                      against said

to final judgment and execution; and any executions  
 for the cause or causes aforesaid, to cause to be satisfied by  
 levying the same on any real or personal estate of the said

and the proceeds thereof to take and apply to  
 his or their own use; and in case of levying said executions  
 on any real estate, the said                      hereby empower the  
 said                      his executors and administrators, to sell, and  
 execute deeds to convey the same, for such price or consid-  
 eration, and to such person or persons, and on such terms,  
 as he or they shall deem expedient; or, if he or they prefer  
 it, to execute any conveyances that may be necessary to  
 vest the title thereof in him or them, as his or their own  
 property; but it is hereby expressly stipulated that all  
 such acts and proceedings are to be at the proper costs and  
 charges of the said                      his executors and adminis-  
 trators without expense to the said

And the said                      do                      further empower the said  
 his executors and administrators, to appoint such  
 substitute or substitutes as he or they shall see fit, to carry  
 into effect the objects and purposes of this authority, or any  
 of them, and the same to revoke from time to time at his  
 or their pleasure; the said                      hereby ratifying and  
 confirming all the lawful acts of the said                      his, etc.,  
 in pursuance of the foregoing authority.

In witness, etc.

FORM 159.

*Assignment of Judgment-Debt.*

THIS INDENTURE made the            day of            A.D. 18  
 BETWEEN            of the first part; and            of the  
 second part:

WHEREAS the said part            of the first part on or  
 about the            day of            18            , recovered a judg-  
 ment in the            Court of            against            for  
 the sum of            damages and            costs, making together  
 the sum of

AND WHEREAS the said part            of the first part  
 ha            agreed to ASSIGN THE SAID JUDGMENT and all benefit  
 to arise therefrom either at law or in equity unto the said  
 part            of the second part in manner hereinafter  
 expressed:

NOW THIS INDENTURE WITNESSETH that in pursuance of  
 the said agreement and in consideration of the sum of  
 of lawful money of Canada to the said part            of the first  
 part in hand well and truly paid by the said part            of  
 the second part, at or before the execution hereof, the  
 receipt whereof is hereby acknowledged            the said  
 part            of the first part ha            granted, bargained, sold,  
 assigned, transferred and set over, and by these presents  
 DO            grant, bargain, sell, assign, transfer and set over  
 unto the said part            of the second part  
 executors, administrators and assigns            ALL THAT  
 THE SAID HEREINBEFORE MENTIONED JUDGMENT, and all and  
 every sum and sums of money now due, and hereafter to  
 grow due by virtue thereof, for principal, interest and costs,  
 and all benefit to be derived therefrom, either at law or in  
 equity, or otherwise howsoever: TO HAVE, HOLD, RECEIVE,  
 TAKE AND ENJOY the same and all benefit and advantage  
 thereof, unto the said part            of the second part,  
 executors, administrators and assigns, to and for            and  
 their own proper use and as and for            and their own  
 proper moneys and effects absolutely.

AND the said part                      of the first part hereby constitute                      and appoint                      the said part of the second part,                      executors and administrators, to be the true and lawful Attorney and Attorneys in the name                      of the said part                      of the first part, or otherwise, but at the proper costs and charges of the said part                      of the second part,                      executors and administrators, to ask, demand and receive of and from the said                      executors or administrators, the said judgment, debt, and premises hereby assigned, and on non-payment of the same, or any part thereof, to obtain any execution or executions, or bring, commence and prosecute any action or actions, suit or suits, as well at law as in equity, for the recovery of the same, and to use all such other lawful remedies, ways and means, as the said part                      of the first part could or might have used or taken for the recovery of the same, and on receipt or recovery thereof to sign and give good and effectual receipt or receipts for the same, with full power from time to time to appoint a substitute or substitutes for all or any of the purposes aforesaid.

AND the said part                      of the first part do hereby agree to ratify and confirm whatsoever the said part                      of the second part                      executors or administrators, shall lawfully do, or cause to be done, in or about the premises.

AND the said part                      of the second part hereby covenant                      to indemnify and save harmless the said part                      of the first part                      from all loss, costs, charges, damages and expenses, by reason or on account of any such proceedings as aforesaid.

In witness, etc.

FORM 160.

*Assignment of Wages Due and to become Due.*

Know all men by these presents that I, \_\_\_\_\_ of \_\_\_\_\_, in the county of \_\_\_\_\_, in consideration of \_\_\_\_\_ dollars to me paid by \_\_\_\_\_, of \_\_\_\_\_, the receipt whereof I do hereby acknowledge, do hereby assign and transfer to said \_\_\_\_\_ all claims and demands which I now have, and all which at any time between the date hereof and \_\_\_\_\_ day of \_\_\_\_\_ next, I may and shall have against \_\_\_\_\_, of \_\_\_\_\_, for all sums of money due, and for all sums of money and demands which at any time between the date hereof and the said day of \_\_\_\_\_ next, may and shall become due to me for services as a \_\_\_\_\_; to have and to hold the same to the said \_\_\_\_\_, his executors, administrators, and assigns forever. And I, the said \_\_\_\_\_, do hereby constitute and appoint the said \_\_\_\_\_ to be my attorney irrevocable in the premises, to do and perform all acts, matters and things touching the premises, in like manner to all intents and purposes as I could if personally present.

In witness, etc.

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FORM 161.

*Assignment of Legacy.*

Whereas, one E. B., late of the \_\_\_\_\_ of \_\_\_\_\_, in the County of \_\_\_\_\_, and Province of Ontario, now deceased, made his last will and testament in writing, dated, etc., and thereby did bequeath to W. B., of the said \_\_\_\_\_ of \_\_\_\_\_, the sum of \_\_\_\_\_ dollars to be paid out of the personal estate of the said E. B.; AND WHEREAS, the said W. B. has agreed with R. C., of \_\_\_\_\_, aforesaid, for the assignment to him for the consideration hereinafter mentioned of the said legacy.

NOW KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the said agreement and in consideration of he the said W. B. doth hereby assign and transfer to the said R. C. the sum of                      dollars so bequeathed to him as aforesaid, and all his right, title, and interest in and to the same, and the said W. B. doth hereby for himself, his executors and administrators, covenant that the said legacy is a valid and subsisting claim against the estate of the said E. B., and that the said W. B. hath not knowingly suffered any act, deed or thing, whereby the said legacy, or any part thereof, can be impeached or affected in anywise howsoever, or whereby he, the said W. B., has become disentitled thereto.

In witness, etc.

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FORM 162.

*Assignment of an Entire Interest (or an undivided one-half interest) in an Invention before the Issue of Patent.*

In consideration of the sum of                      dollars, to be paid by S. L., of the                      of                      , I do hereby sell and assign to the said S. L., all (or an undivided half of all) my right title, interest in and to my invention for                      , as fully set forth and described in the specifications which I have signed preparatory to obtaining a patent. And I do hereby authorize and request the Commissioner of Patents to issue the said patent to the said S. L. (or jointly to myself and the said S. L.) in accordance with this assignment.

Witness my hand and seal this                      day of  
A.D. 18                      , at the

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FORM 163.

*Assignment of an Entire Interest in a Patent.*

In consideration of                      dollars, to me paid by  
N. W., of

I do hereby sell and assign to the said N. W., all my  
right, title and interest in and to the Patent of                      ,  
No.                      , for an improvement in                      granted to  
me,                      A.D., 18                      , the same to be held and enjoyed  
by the said N. W. to the full end of the term for which  
such patent is granted, as fully and entirely as the same  
could have been held and enjoyed by me if this assignment  
and sale had not been made.

Witness my hand and seal this                      day of  
A.D., 18                      , at

FORM 164.

*Assignment of Copyright in a Book.*

THIS INDENTURE made the                      day of                      in  
the year, etc., between L. J., of the                      of                      in  
the County of                      gentleman, of the one part, and  
M. W. of the                      of                      of the other part.

WHEREAS the said L. J. has written a book called

NOW THIS INDENTURE WITNESSETH that the said L. J.  
for and in consideration of the sum of                      dollars to  
him paid by the said M. W. (the receipt whereof is hereby  
acknowledged), hath bargained, sold and assigned unto the  
said M. W., his executors, administrators and assigns all

that the said book, and all his copyright, title, and interest and property in and to the same; to have and hold the said book, copyright and all profit, benefit and advantage that shall or may arise, by and from printing, reprinting, and vending the same unto the said M. W., his executors, administrators and assigns for ever. PROVIDED ALWAYS and nevertheless and these presents are on this express condition, that the number to be printed of the first and every other edition and impression of the said book shall not exceed                      and that the said M. W., his executors, administrators and assigns shall and will pay unto the said L. J., his executors, administrators and assigns the further sum and sums of                      dollars for and upon the reprinting or making a second and each and every other future or further edition or impression that shall or may be made of the said book, for and towards a further reward and satisfaction to the said L. J. for his writing and compiling the same, the said payments to be made before the publication of the said several impressions or editions (after the first) and before any sale of the same, or any part thereof by the said M. W., his executors, administrators and assigns or any of them or by any other person or persons, by, for, or under them, or any of them.

AND the said M. W. for himself, his executors, administrators and assigns doth covenant, promise and agree to and with the said L. J., his executors, administrators and assigns, that he, the said M. W., his executors, administrators and assigns shall and will pay or cause to be paid to the said L. J., his executors or administrators, the said respective sums of                      dollars at, and upon the reprinting and before the publication and sale of the said second, and every other future and further edition and impression, that shall or may be made of the said book, according to the proviso aforesaid, and the true intent and meaning of these presents.

In witness, etc.

### *Assignment of a Policy of Life Insurance.*

In witness, etc.

### *Assignment of Policy of Insurance—Another Form.*

KNOW ALL MEN by these presents, that I, the within  
named A. B., in consideration of                      dollars to me  
paid by C. D. (the receipt whereof is hereby acknowledged)

do hereby assign and transfer to him the said C. D., all my right, property, interest, claim and demand, in and to the within policy of insurance, and all benefit and advantage to be derived therefrom.

Witness my hand and seal this                      day of  
A.D. 18

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FORM 167.

*Assignment of Life Policy—Short Form.*

I,                      within named, in consideration of the sum  
of                      dollars to me paid by                      , do hereby  
assign unto the said                      the within written policy  
of insurance on my life, made by the                      Life Insur-  
ance Company, dated the                      day of                      , 18    ,  
and numbered                      , for the sum of                      dollars.

In witness, etc.

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FORM 168.

*Assignment of Claim for Loss under Fire Insurance Policy.*

KNOW ALL MEN by these presents that I, the within named A. B., for and in consideration of the sum of                      dollars to me paid by C. D., (the receipt whereof is hereby acknowledged,) do hereby assign and transfer to the said C. D., all my claims and demands under the within policy of insurance which have already arisen, reserving, however, to myself all my right, property and interest, claim and demand in the said policy in other respects than the said accrued claims and demands.

In witness, etc.

FORM 169.

*Assignment of Shares to Broker as Collateral Security for Advance.*

In consideration of                      making an advance for me  
of                      dollars repayable on call (*or as the case may be*)  
with interest at                      per cent. per annum,                      have  
assigned to them as collateral security for the due payment  
of said advance                      and                      agree to keep up  
a cash margin thereon of not less than

Should the above advance not be duly paid with  
interest at maturity, or the margin of security not kept at  
                    per cent. above the value quoted in the ordinary  
newspaper reports                      are hereby authorized to sell or  
dispose of said security, without notice, and to apply pro-  
ceeds in liquidation of said advance.

The whole without prejudice to the ordinary legal  
remedies thereon

Toronto,                      18

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FORM 170.

*Assignment for Benefit of Creditors.*

THIS INDENTURE made the                      day of                      in  
the year of our Lord one thousand eight hundred and  
                    pursuant to an Act of the Legislature of the  
Province of Ontario, being an Act respecting Assignments  
and Preferences by insolvent persons.

BETWEEN                      the debtor                      of the first part,  
                    the assignee                      of the second part. And the  
several firms, persons and corporations who are creditors of  
the said debtor, hereinafter called the creditors  
of the third part.

WHEREAS the said debtor ha heretofore carried on business at as and being unable to pay creditors in full, ha agreed to convey and assign to the said assignee all estate, real and personal, for the purpose of paying and satisfying the claims of creditors rateably and proportionately, and without preference or priority.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of one dollar the said debtor do hereby grant and assign to the said assignee heirs, executors, administrators and assigns

ALL the personal property which may be seized and sold under execution,

AND ALL real estate credits and effects.

TO HAVE AND TO HOLD the same unto the said assignee heirs, executors, administrators and assigns, respectively, according to the tenure of the same

UPON TRUST that the said assignee heirs, executors, administrators and assigns, shall sell and convey the real and personal estate and convert the same into money, and collect and call in the debts, dues and demands of the said debtor.

AND IT IS HEREBY DECLARED that the said assignee executors, administrators and assigns shall stand possessed of the moneys derived from the sale of the real and personal estate, and in the moneys derived from the sale of the real and personal estate, and in the moneys collected and called in and all other moneys which the said assignee heirs, executors, administrators and assigns, shall receive for or on account of the premises hereinbefore assigned.

UPON TRUST, in the first place to pay the costs of and incidental to the preparation and execution of these presents; secondly, to deduct and retain such remuneration as shall be voted or fixed for him, the said assignee under the

provisions of the said Act; and thirdly, to pay off the debts and liabilities of the said debtor to the said creditors, respectively and rateably and proportionately and without preference or priority, and the surplus, after payment of all claims, costs, charges and expenses in full to hand over to the said debtor.

The said debtor appoint S the said assignee executors, administrators and assigns, lawful attorney irrevocable in name to do all, matters and things, make, sign, seal and execute all deeds, documents and papers necessary to more fully perfect in the title to the lands, premises, goods and chattels, debts, dues and demands hereby assigned or intended so to be and to do all other acts, matters and things necessary to enable the said assignee to carry into effect the intent of these presents.

AND the said parties of the third part, being a majority of the creditors, hereby assent to this assignment, and direct that it be made to in the stead and place of the Sheriff of the County of

In witness whereof, etc.

Signed, sealed, etc.

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## FORM 138a.

*License to Lessee to Assign Lease.*

Whereas by indenture of lease, dated (etc., recite lease, then go on thus:) and in the said indenture is contained a covenant on the part of the said C. D., that he, the said C. D., his executors, administrators and assigns, should not nor would (recite covenant not to assign, etc.), without the consent in writing of the said A. B., his heirs (or executors, administrators) or assigns, for that purpose first had and obtained: Now the said A. B., at the request of the said C. D., doth hereby give and grant unto the said C. D. license and consent to assign and transfer all his estate, term and interest of, in and to the said premises, with the appurtenances comprised in and demised by the said recited indenture of lease, unto I. K., of his executors and administrators: Subject nevertheless to the payment of the rent, and the performance and observance of the covenants and conditions in the said recited indenture reserved and contained, and on the lessee's part to be paid, performed and observed. As witness the hand of the said A. B., the day of 18

Witness

## FORM 138b.

*The Like by Deed-Poll (Indorsed).*

To all to whom these presents shall come, C. D., of sends greeting: Know ye, that the said C. D., at the request of the within-named A. B., and in consideration of the sum of \$ now paid by the said A. B. to the said C. D. (the receipt whereof is hereby acknowledged), doth assign, surrender and yield up unto the said A. B., his (heirs or executors, administrators) and assigns, all, etc. (remainder as in No. 15, including the



167<sup>3</sup>

(Signed) A. B.

**Mortgages and encumbrances referred to (state them).**

## FORM 140b.

*Transfer of Lease, Mortgage or Encumbrance under  
Process of Law—Dominion Land Titles Act, 1894.\**

I                      of                      the person appointed to execute the writ hereinafter mentioned (or otherwise, as the case may be), in pursuance of a writ of fieri facias, tested the            day of            18            and issued out of (insert name of Court), a Court of competent jurisdiction, in an action wherein            is the plaintiff and the defendant, which said            is registered as the owner of a lease (mortgage or encumbrance, as the case may be), numbered            of (or upon) the land hereinafter described, subject to the mortgages or encumbrances notified hereunder, do hereby, in consideration of the sum of            paid to me as            aforesaid, by E. F. (insert addition), transfer to the said E. F. the lease (mortgage or encumbrance), granted by            to and in favour of            dated the            day of            to, in and over (here describe the land according to the description in the lease, mortgage or encumbrance, and refer to the registered instrument).

Dated the            day of            18           

Signed by the above	}	[Signature and official seal.]
named		
in the presence of		

## FORM 144a.

*Transfer of Mortgage, Encumbrance or Lease under the  
Dominion Land Titles Act, 1894.*

I, C. D., the mortgagee (encumbrancee or lessee, as the case may be), in consideration of            dollars this day paid to me by X. Y., of            the receipt of which sum I do hereby acknowledge, hereby transfer

to him the mortgage (encumbrance or lease, as the case may be, describe the instrument fully), together with all my rights, powers, title, and interest therein.

In witness whereof I have hereunto subscribed my name this            day of            18

Signed by the said in the presence of	}	(Accepted)	C. D., <i>Transferor.</i>
			X. Y., <i>Transferee.</i>

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FORM 144b.

*Transfer of Part of Mortgage or Encumbrance under  
Dominion Land Titles Act, 1894.*

I, C. D., the mortgagee (or encumbrancee, or as the case may be), in consideration of            dollars, this day paid to me by X. Y., of            the receipt of which sum I do hereby acknowledge, hereby transfer to him            dollars of the mortgage (or encumbrance, as the case may be, describe the instrument fully), together with all my rights, powers, title, and interest therein, and the sum so transferred shall be preferred (or deferred or rank equally, as the case may be), to the remaining sum secured by the mortgage (or encumbrance).

In witness whereof I have hereunto subscribed my name this            day of            18

Signed by the said in the presence of	}	(Accepted)	C. D., <i>Transferor.</i>
			X. Y., <i>Transferee.</i>

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## ATTORNEY, POWERS OF.

By section 1 of R. S. O. 1887, c. 97, a provision in a power of attorney for the sale or management of real or personal estate that the power may be exercised in the name and on the behalf of the heirs or personal representatives of the person executing the same, and that the power shall not be revoked by the death of such person, is valid and effectual. Also, by section 2 of the same statute, independently of special provisions in the power, persons dealing *bona fide* with an attorney are protected, although the constituent be dead, or have determined the power.

### FORM 171.

#### *Forms of Commencement.*

Know all men by these presents that I, \_\_\_\_\_, of \_\_\_\_\_, do hereby appoint \_\_\_\_\_, of \_\_\_\_\_, my attorney, for me and in my name, etc., or

Know all men by these presents that we, \_\_\_\_\_, and \_\_\_\_\_, of \_\_\_\_\_, carrying on business in partnership together as \_\_\_\_\_, under the style of firm of \_\_\_\_\_ & Co., do and each of us doth hereby appoint \_\_\_\_\_, of \_\_\_\_\_ and \_\_\_\_\_, of \_\_\_\_\_, jointly and each of them severally, the attorneys and attorney of us and of each of us and of our said firm of \_\_\_\_\_ & Co., in the names or name and on behalf of us and each of us and our said firm to, etc.

### FORM 172.

#### *Ratification Clause.*

And I hereby for myself, my heirs, executors, and administrators, ratify and confirm, and agree to ratify and confirm, whatsoever my said attorney shall do by virtue of these presents.

## FORM 173.

*Testimonium Clause.*

In witness whereof I have hereunto set my hand and  
 seal this                      day of                      18 .

---

## FORM 174.

*General Form of Power of Attorney.*

KNOW ALL MEN BY THESE PRESENTS, that                      do  
 hereby make, nominate, constitute and appoint                      true  
 and lawful attorney for                      and in                      name, place  
 and stead, and for                      sole use and benefit to

[*Here insert the particular objects for which the power is given*] and for all and every of the purposes aforesaid  
 do hereby give and grant unto                      said attorney, full  
 and absolute power and authority to do and execute all  
 acts, deeds, matters and things necessary to be done in and  
 about the premises, and also to commence, institute and  
 prosecute all actions suits and other proceedings which may  
 be necessary or expedient in and about the premises as fully  
 and effectually to all intents and purposes as  
 could do if personally present and acting therein, and also  
 with full power and authority for                      ~~said~~ attorney to  
 appoint a substitute or substitutes, and such substitution  
 at pleasure to revoke                      hereby ratifying and con-  
 firming, and agreeing to ratify, confirm and allow all and  
 whatsoever                      said attorney or such substitute or  
 substitutes shall lawfully do or cause to be done in the  
 premises by virtue hereof.

In witness whereof, etc.

Signed, sealed, etc.

## FORM 175.

*Notarial Certificate to Foregoing.*

CANADA.  
 Province of }  
 To Wit: } I, a Notary Public, duly  
 commissioned in and for the said Province, residing  
 do hereby certify and attest that the within Power of  
 Attorney was duly signed, sealed and executed by the con-  
 stituent therein named in my presence and in presence of  
 the other witness thereto subscribed: that the signatures  
 thereto subscribed of as constituent and of  
 as witnesses, are the true and respective signatures of the  
 said constituent and witnesses, and that the said Power of  
 Attorney was so executed at in Canada (where  
 stamped paper is not used or required by law), on the date  
 thereof.

An act whereof being requested, I have granted these  
 presents in Notarial form to serve and avail as occasion  
 shall or may require.

In testimony whereof I have hereto set my hand and  
 affixed my Notarial seal at this day  
 of A.D. 18 .

## FORM 176.

*General Power of Attorney.*

KNOW ALL MEN BY THESE PRESENTS, that for  
 divers good causes and considerations, thereunto  
 moving, ha nominated, constituted and appointed, and  
 by these presents do nominate, constitute and appoint  
 true and lawful attorney, for and in  
 name and on behalf and for sole and  
 exclusive use and benefit, to demand, recover and receive

from all and every or any person or persons whomsoever all and every sum and sums of money, goods, chattels, effects, and things whatsoever which now are or is, or which shall or may hereafter appear to be due, owing, payable or belonging to                    whether for rent or arrears of rent or otherwise in respect of                    estate, or for the principal money and interest now or hereafter to become payable to                    upon or in respect of any Mortgage or other security, or for the interest or dividends to accrue or become payable to                    for or in respect of any shares, stock or interest which                    may now or hereafter hold in any joint stock or incorporated company or companies, or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to                    upon any bond, note, bill or bills of exchange, balance of account current, consignment, contract, decree, judgment order or execution, or upon any other account.

Also to examine, state, settle, liquidate and adjust all or any account or accounts depending between                    and any person or persons whomsoever. And to sign, draw, make or endorse                    name to any cheque or cheques or orders for the payment of money, bill or bills of exchange, or note or notes of hand, in which                    shall be interested or concerned, which shall be requisite. And also in                    name to draw upon any bank or banks, individual or individuals, for any sum or sums of money that is or are or may be to                    credit or which                    or may be entitled to receive, and the same to deposit in any bank or other place, and again at pleasure to draw for from time to time as                    could do. And upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to                    for                    and in                    name and as                    act and deed to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, reconveyances, surrenders, assignments, memorials or other good and effectual discharges, as may be requisite.

Also in case of neglect, refusal or delay on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises him, them or any of them thereunto to compel, and for that purpose for                    in                    name to make such claims and demands, arrests, seizures, levies, attachments, distrainments, and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments and suits at law or in equity as said attorney or attorneys shall think fit; also to appear before all or any Judges, Magistrates or other Officers of the Courts of Law or Equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises; and also to exercise and execute all powers of sale or foreclosure, and all other power and authorities vested in                    by any mortgage or mortgages belonging to                    as mortgagee.

And also, in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, to submit any such differences and disputes to arbitration or umpirage, in such manner as                    said attorney or attorneys shall see fit: and to compound, compromise and to accept part in satisfaction for payment of the whole of any debt or sum of money payable to                    or to grant an extension of time for the payment of the same, either with or without taking security, or otherwise to act in respect of the same as to                    said attorney or attorneys shall appear most expedient.

And also, for                    and in                    name, or otherwise on                    behalf, to take possession of and to let, set, manage and improve                    real estate, lands, messuages and hereditaments whatsoever, and wheresoever, and from time to time to appoint any agents or servants to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as                    might do.



And also, as and when                      said attorney or attorneys shall think fit to sell and absolutely dispose of said real estates, lands and hereditaments, and also such shares, stocks, bonds, mortgages and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private contract, as to                      said attorney or attorneys shall seem reasonable or expedient; and to convey, assign, transfer and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; and to permit the same to remain unpaid for whatever time and upon whatever security, real or personal, either comprehending the purchased property or not, as                      said attorney or attorneys shall think safe and proper.

And further, for                      and in                      name as act and deed to execute and do all such assurances, deeds, covenants and things as shall be required, and                      said attorney and attorneys shall see fit, for all or any of the purposes aforesaid; and to sign and give receipts and discharges for all or any of the sum or sums of money which shall come to his or their hands by virtue of the powers herein contained, and which receipts, whether given in                      name or that of                      said attorney or attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing the application thereof.

And also, for                      and in                      name, or otherwise, and on                      behalf, to enter into any agreement or arrangement with every or any person to whom                      or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; and generally to act in relation to                      estate and effects, real and personal, as fully and effectually, in all respects, as                      could do if personally present.

And                      hereby grant full power to                      said attorney to substitute and appoint one or more attorney

or attorneys under him, with the same or more limited powers, and such substitute and substitutes at pleasure to remove, and others to appoint, the said hereby agreeing and covenanting for heirs, executors and administrators to allow, ratify and confirm whatsoever said attorney or his substitute or substitutes shall do or cause to be done in the premises by virtue of these presents, including in such confirmation whatsoever shall be done between the time of decease or of the revocation of these presents, and the time of such decease or revocation becoming known to said attorney or attorneys, or such substitute or substitutes.

As witness, etc.

Signed, sealed, etc.

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#### SPECIAL CLAUSES IN POWERS OF ATTORNEY.

##### FORM 177.

##### *To Manage Real Estate.*

To manage or superintend all the estates of which I am or shall become possessed in the town of , and province of , and to cut timber and mine coal upon said estate, and to erect, pull down, and repair houses or other buildings, or machinery, and to make roads on or otherwise improve any of the premises, and to insure the buildings and other property against damage or loss by fire.

## FORM 178.

*To Deliver a Particular Deed.*

In my name, and as my act and deed, to sign, seal, acknowledge, and deliver a certain deed, prepared for execution, and bearing date on or about the            day of            intended to convey to            of            a certain lot of land, situate, etc., for the consideration of            dollars, and for me to receive said purchase money.

---

## FORM 179.

*To Mortgage any Property.*

To borrow from time to time such sums of money and upon such terms as the said attorney may think expedient for or in relation to any of the purposes or objects aforesaid, upon the security of any of my property, whether real or personal, or otherwise, and for such purposes to give and execute and acknowledge mortgages with such powers and provisions as he may think proper, as also such notes or bonds as it is necessary or proper to use therewith.

---

## FORM 180.

*To Mortgage Particular Property.*

For me, and in my name, and as my act and deed, to sign, seal or acknowledge, and deliver a mortgage deed of a certain store and the lot of land connected therewith, numbered            on            street, in the city of            , etc., to such person or persons, savings bank, or other corporation, as shall loan to me thereon the sum of ten thousand dollars, and for me to receive the amount of said loan.

## FORM 181.

*To Execute Leases Generally.*

In my name, and as my act and deed, to sign, seal, acknowledge, and deliver all such leases and agreements as shall be requisite, or as my said attorney shall deem necessary or proper, in the care and management of my estate situate at ; and to receive and collect all the rents that may be payable to me or to said estate, and in my name to sign effectual receipts for the same.

---

## FORM 182.

*To Collect Rent of a Particular Tenant, and to Enter on Default.*

For me, and in my name, to receive of and from , of , on the day of next, the sum of dollars, the amount of one-quarter's rent, which will then become due and payable to me from the said tenant, for and in respect of a dwelling-house, lands, and premises, with their appurtenances, and which by a certain indenture of lease, bearing date on or about the day of , were demised by me to the said tenant for the term of years, which term is still unexpired; and in default of payment I give my said attorney full power and authority into and upon the said dwelling house, lands and premises to enter, and, for me and in my name, stead, and place, to take possession thereof, to the intent that the said indenture of lease and the term thereby granted may become void, according to a certain proviso therein contained; and generally to execute and perform all things requisite or necessary to be done in or about the premises.

## FORM 183.

*To Deposit Moneys and Draw Cheques in the Principal's Name.*

Upon receipt of any moneys which shall be paid to the said attorney by virtue of the premises, to pay or deposit the same in my name, or otherwise, with any banker, broker, or other agent, to draw out such moneys from time to time, and to apply the same for any of the purposes aforesaid, or from time to time to invest the same at the discretion of the said attorney, and from time to time to sell, vary, and dispose of such investments, and to apply the purchase money for any of the purposes aforesaid.

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## FORM 184.

*To Sign or Indorse Bills or Notes.*

And to make, draw, sign, or indorse, in my name any bills of exchange or promissory notes in which I shall be interested or concerned, or which shall be requisite in or about my business.

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## FORM 185.

*To Indorse Cheques, Bills of Exchange and Notes.*

Upon receipt of any bill of exchange, cheque, or order, or of any promissory note or other negotiable paper, payable to me, to indorse or negotiate the same in my name, and the proceeds to receive and apply for my use for the purposes aforesaid, or for such purposes as I shall direct; and also in my name to accept any draft or bill of exchange which may be drawn upon me in relation to the matters aforesaid committed or entrusted to my said attorney.

## FORM 186.

*To Receive Debts and other Personal Property.*

To demand, sue for, and receive all debts, moneys, securities for money, goods, chattels, legacies, or other personal property to which I am now or may hereafter become entitled, or which are now or may become due, owing, or payable to me from any person or persons whomsoever and in my name to give effectual receipts and discharges for the same.

## FORM 187.

*To Receive a Particular Sum of Money.*

To receive from                      of                      the sum of dollars, being the price agreed to be paid by him to me for a certain parcel of land situate, etc., and any interest that may be due thereon, and to give an effectual receipt and discharge for the same.

## FORM 188.

*To Prosecute and Defend Suits.*

To commence, prosecute, or enforce, or to defend, answer, or oppose all actions or other legal proceedings touching any of the matters aforesaid, or any other matters in which I am or may hereafter be interested or concerned; and also, if it shall seem best, to compromise, refer to arbitration, or submit to judgment in any such action or proceeding.

## FORM 189.

*To Compromise Claims.*

To adjust, settle, compromise, or submit to arbitration any accounts, debts, claims, and demands, disputes and matters, touching any of the matters aforesaid, or any other matters which are now subsisting or may hereafter arise between me and any other person or persons.

## FORM 190.

*To Employ Agents or Servants.*

To appoint and employ any agents, servants, or other persons, at such salary or for such compensation as my said attorney may think proper; and the same from time to time to dismiss or discharge, and any others to appoint or employ in their stead.

---

## FORM 191.

*To Vote at Meetings of Corporations.*


To vote at the meetings of any company or companies, and otherwise to act as my proxy or representative, in respect of any shares now held, or which may hereafter be acquired, by me therein, and for that purpose to sign and execute proxies or other instruments in my name and on my behalf.

---

## FORM 192.

*To Sell Goods as a Mercantile Agent.*

To sell all or any part of such goods, wares, merchandise, and stock in trade as now or at any time hereafter I may have and possess at \_\_\_\_\_, upon such terms, and in such amounts, and at such times as my said attorney may deem best; my said attorney keeping full and accurate accounts of the goods now on hand, and of such as he may hereafter receive, and of all sales thereof; giving unto my said attorney full power to make sales by himself or his agents and servants, and generally to do all lawful acts as fully as I myself might do if I were personally present.



## FORM 193.

*To Sell Shares and Securities.*

From time to time to sell and dispose of as my said attorney shall think expedient, either by public auction or private sale, any shares of stock I now hold, or may hereafter hold, in any business corporation, or any bonds, or securities of the Dominion of Canada, or of any province or municipal corporations or private company, and to receive the consideration money for the sale thereof, and for me and in my name to execute such transfers or assignments as shall be necessary to assign my said shares, bonds, or securities to the purchaser or purchasers thereof.

## FORM 194.

*To Receive Distributive Share of an Intestate's Estate.*

(After recital of intestate's death and appointor's interest). For me and in my name, to ask, demand, sue for, recover, and receive of and from the administrator or administrators of my said deceased father all my distributive share of his, my said deceased father's personal estate and effects, to which I am by law or otherwise entitled as one of his next of kin, under the statutes for the distribution of the personal estate of intestates; and upon receipt thereof for me, and in my name, to give good and effectual releases and discharges, to the administrator or administrators of my said deceased father. And also for me, and in my name, and to my use, to settle and adjust with the said administrator or administrators any accounts, agreement, or composition in, about, or concerning my said distributive share or other matters or thing in relation thereto. And all and whatsoever my said attorney shall lawfully do or cause to be done in or about the premises I do hereby ratify and confirm.



## FORM 195.

*To Receive Share in Residuary Real Estate.*

(*After recital of execution and probate of will*). For me, and in my name, to adjust and settle with the said executors all accounts relative to my share in the said residuary estate, as also respecting all moneys expended by them upon my maintenance and education; and also for me, and in my name, and for my use, to ask, demand, sue for, recover, and receive of and from the said executors all such balance as upon the settlement of such accounts shall appear to be justly owing to me; and also for me, and in my name, and for my use, to accept a transfer of any part of the said residuary estate which may be invested in any bonds, stocks, or other securities proper for executors or trustees to hold, and upon the receipt of such moneys, or acceptance of such transfer, to give good and sufficient releases and discharges for the same to the said executors, and for that purpose, and in my name, to sign and seal, and as my act and deed, deliver all such releases, acquittances, and discharges, as may appear to be necessary or expedient, in that behalf as shall be tendered to him for that purpose.

---

## FORM 196.

*Provision for a Substitute in Certain Contingencies.*

And in case the said attorney shall die, or become incapable of acting as my attorney, I hereby appoint  
of                    to be my attorney in place of the said attorney, with power to exercise all or any of the powers and authorities hereinbefore conferred on the said attorney, in as full and ample a manner in all respects as if the name of the said substitute had been hereinbefore throughout inserted instead of the said attorney.

## FORM 197.

*To Appoint Substitutes.*

To substitute and appoint from time to time an attorney, or attorneys, under him, the said attorney, with same or more limited powers, and such substitute, or substitutes, at pleasure to remove, and another, or others, to appoint.

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## FORM 198.

*To Act Generally.*

And generally to act as my attorney, or agent, at aforesaid, in relation to the premises, and all other matters in which I may be interested or concerned, and, on my behalf, to execute all such instruments, and to do all such acts and things, as fully and effectually in all respects as I myself could do if personally present.

---

## FORM 199.

*Power of Attorney (Bank).*

KNOW ALL MEN BY THESE PRESENTS THAT                      do  
by these presents make, ordain, depute, constitute and  
appoint and in                      place and stead put,                      to be  
true and lawful attorney for                      and in                      name to  
transact and manage all business with                      ; to draw,  
accept, transfer and endorse all bills of exchange, drafts  
and promissory notes ; to pay and receive all moneys ; to  
give acquittances for the same ; to draw and sign all  
orders and drafts for payment of money on the said bank,  
or on their President, Manager, or other authorized officer  
or agent ; to settle, balance and arrange all books and  
accounts : and generally to do every act, matter and thing

which the nature of                      business with the said bank shall or may require as amply and effectually to all intents and purposes as                      the said constituent                      could do or have done in                      own proper person, (save and except that nothing herein contained shall extend or be construed to extend to authorize the said attorney to accept any transfer of stock of or in the said bank; nor to receive or give receipts for dividends that are now or that shall hereafter become due and payable for the same; nor to sell, assign or transfer all or any part of                      stock of or in the said bank; nor to vote at any meeting of the stockholders of the said bank) hereby ratifying and confirming and promising to ratify and confirm all and whatsoever said attorney shall lawfully do or cause to be done in and about the premises aforesaid by virtue hereof; this Letter of Attorney shall be and remain in full force and effect until due notice in writing of its revocation shall have been given to the said

In witness whereof, etc.

Signed, sealed, etc.

---

FORM 200.

*Power of Attorney (Custom House).*

KNOW ALL MEN BY THESE PRESENTS, that I,                      , of                      , in the county of                      , and Province of                      , merchant, have made, constituted and appointed, and by these presents do make, constitute and appoint                      , of                      , in the county of                      , of the said Province, gentleman, my true and lawful attorney, for me and in my name, place and stead [*here set forth what the power is granted for*], to receive and enter at the custom-house at                      , in the county of                      , any goods, wares, or merchandise imported by me, or which may hereafter arrive, that are consigned to me; to sign my

name, and to seal and deliver for me, as my act and deed, any bond or bonds which may be required by the collector of customs at \_\_\_\_\_, in the county aforesaid, for securing the duties on any such goods, wares or merchandise; Also to sign my name; to seal and deliver for me, and as my act and deed, any bond or bonds requisite for obtaining the debenture on any goods, wares or merchandise when exported; and generally, to transact all business at the said custom-house in which I am or may hereafter be interested or concerned, as fully as I could if personally present. And I do hereby declare, that all the bonds signed and executed by my said attorney shall be as binding on me as those signed by myself; and this power shall remain in full force and virtue until revoked by a written notice given to the said collector.

In witness, etc.

Signed, sealed, etc.

---

FORM 201.

*Appointment of Substitutes by Virtue of an Authority in a Power of Attorney.*

To all to whom these presents shall come I, \_\_\_\_\_, of \_\_\_\_\_, send greeting. Whereas \_\_\_\_\_, of \_\_\_\_\_, duly made and executed under his hand and seal, a power of attorney, dated the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, whereby he appointed me his attorney, for him and in his name to do the acts therein specified, with power from time to time to substitute any person or persons to act under me or in my place as attorney or attorneys in all or any of the matters aforesaid, and from time to time every such substitution and appointment at pleasure to revoke: Now these presents witness that I, the said \_\_\_\_\_, by virtue and in execution of the authority in that behalf contained in said power of attorney, and of all other authority, me

hereunto enabling, do hereby appoint                      and  
of                      and each of them, to be the attorneys and attor-  
ney, jointly and separately of my said principal                      ,  
for him and in his name, or in my name, to execute and  
perform all and every the matters and things mentioned  
and contained in the said power of attorney to me, in the  
same manner, and as fully and effectually as he my said  
principal, or as I might or could have done if personally  
present, and as they the said attorneys, or either of  
them, might or could have done if they had been  
appointed the attorneys jointly and severally of my said  
principal, in and by the said power of attorney, instead of  
me, I, the said                      , hereby confirming and agreeing to  
confirm whatsoever the said attorneys jointly, or either of  
them separately, shall do or cause to be done in and about  
the premises by virtue of these presents.

In witness, etc.

---

FORM 202.

*Power to Transfer Stock.*

KNOW ALL MEN BY THESE PRESENTS, that I,  
of                      do make, constitute, and appoint                      of  
my true and lawful attorney, for me and in my name  
and behalf, to transfer, assign, (and set over unto  
of                      (or, *any other person or persons*),                      ) shares  
in the capital stock of the                      bank, in                      stand-  
ing in my name on the books of said *corporation*, and to  
do all necessary acts, and to make the necessary acquit-  
tances and discharges to effect the premises; (add, if  
desired, *and I do further empower him to substitute any  
person or persons under him with like power*); hereby  
ratifying and confirmiag all my said attorney (or *his sub-  
stitute or substitutes*, to be added if desired,) shall law-  
fully do by virtue hereof.

In witness, etc.

Signed, sealed, etc.

## FORM 203.

*Power to Receive Dividends.*

KNOW ALL MEN BY THESE PRESENTS, that I,  
 of            do constitute and appoint            of            to re-  
 ceive from the cashier of the            bank (or the *treas-*  
*urer of*            ) of the city of            the dividend or divi-  
 dends now due to me, on all stock standing in my name  
 on the books of the said bank, and to receipt for the  
 same; hereby ratifying and confirming all that by him  
 may lawfully be done by virtue hereof in the premises.

In witness, etc.

Signed, scaled, etc.

## FORM 204.

*Power of Attorney (Revocation of).*

WHEREAS I,            of            did on the            day of  
 A.D. 18    , by a certain instrument in writing,  
 or letter of attorney, make and appoint            of  
 to be my true and lawful attorney, in my name and for  
 my use, to (*here set forth what the attorney was author-*  
*ized to do, precisely in the language of the original power.*)  
 as by the same writing, reference thereto being had,  
 will fully appear; Now know all men by these presents,  
 that I, the said            for a good cause and valuable con-  
 sideration, have revoked, recalled and made void, and by  
 these presents do revoke, recall, and make void, and to all  
 intents and purposes, the said recited letter of attorney,  
 and all powers or authorities therein granted, and all acts  
 and things which shall, or may be done or performed by  
 virtue thereof, in any manner whatsoever.

(*If another attorney is to be appointed, continue  
 thus:—*And further know ye, that I, the said  
 do by these presents name, constitute, and appoint, and  
 in my place and stead put and depute            of            to  
 be my true and lawful attorney, etc., or *as desired.*)

In witness whereof, etc.

Signed, sealed, etc.

## FORM 205.

*Power of Attorney (Revocation of).*

(Another form.)

KNOW ALL MEN BY THESE PRESENTS, that I,  
of            for divers good causes and considerations, me  
hereunto especially moving, have revoked, countermanded,  
annulled and made void, and by these presents do revoke,  
countermand, annul and make void a certain deed, poll, or  
power of attorney, under my hand and seal, bearing date  
to            of            given, delivered and exe-  
cuted, and all powers and authorities whatsoever therein  
expressed and delivered.

As witness, etc.

Signed, sealed, etc.

---

## FORM 175a.

*Power of Attorney under Dominion Land Titles Act,  
1894.*

I, A. B., being registered owner of an estate (here state nature of the estate or interest), subject, however, to such encumbrances, liens and interests as are notified by memorandum under-written (or endorsed hereon), (here refer to schedule for description and contents of the several parcels of land intended to be affected, which schedule must contain reference to the certificate of title or lease of each parcel), do hereby appoint C. D. attorney on my behalf to (here state the nature and extent of the powers intended to be conferred, as to sell, lease, mortgage, etc.), the land in the said schedule described, and to execute all such instruments, and do all such acts, matters and things as may be necessary for carrying out the powers hereby given, and for the recovery of all rents and sums of money that may become or are now due or owing to me in respect of the said lands, and for the enforcement of all contracts, covenants or conditions binding upon any lessee or occupier of the said lands, or upon any other person in respect of the same, and for the taking and maintaining possession of the said lands, and for protecting the same from waste, damage or trespass.

In witness whereof I have hereunto subscribed my  
name this            day of            18

Signed by the above named }  
A. B., in the presence of }



FORM 205a.

*Revocation of Power of Attorney under Dominion  
Land Titles Act, 1894.*

I, A. B., of                      hereby revoke the power of  
attorney given by me to                      dated the  
day of

In witness whereof, I have hereunto subscribed my  
name this                      day of                      18

Signed by the above named }  
A. B., in the presence of }

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## BILLS OF SALE.

R. S. O. 1887, c. 125.

FORM 206.

*Bill of Sale (Chattels).*

THIS INDENTURE, made the                      day of  
A. D. 18   , BETWEEN                     , of the                      of                     ,  
in the county of                      (hereinafter called the bargainor)  
of the first part, and                     , of the                      of                     ,  
in the county of                      (hereinafter called the bargainee)  
of the second part.

WHEREAS, the said bargainor is possessed of the goods, chattels and personal effects, hereinafter set forth, described, and enumerated, and hath contracted and agreed with the said bargainee for the absolute sale to him of the same, for the sum of                      dollars, and these presents are intended to carry out such contract and agreement, NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and in consideration of the sum of                      dollars of lawful money of Canada paid by the said bargainee to the said bargainor, at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged) he, the said bargainor hath bargained, sold, assigned, transferred and set over, and by these presents doth bargain, sell, assign, transfer and set over unto the said bargainee, his executors, administrators and assigns,

ALL THOSE the said goods, chattels and personal effects, hereinafter described, that is to say; (*description of goods*) all which said goods, chattels and effects are now in the possession of the bargainor, and are situate, lying and

being on, upon and about (*description of premises where the goods are*), and all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, or otherwise howsoever, of him the said bargainor of, in, to, and out of the same, and every part thereof: TO HAVE AND TO HOLD the said hereinbefore assigned goods, chattels and effects and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the bargainor thereto and therein, as aforesaid, unto and to the use of the said bargainee, his executors, administrators and assigns, to and for his and their sole and only use FOR EVER: AND the said bargainor doth hereby, for himself, his heirs, executors and administrators, COVENANT, PROMISE and agree with the said bargainee, his executors and administrators in manner following, that is to say: THAT he the said bargainor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods, chattels and effects, and every of them, and every part thereof; AND that the said bargainor now has in himself good right to assign the same unto the said bargainee, his executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents; AND that the said bargainee, his executors, administrators and assigns, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said hereby assigned goods and chattels and every of them, and every part thereof, to and for his and their own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the said bargainor, or any person or persons whomsoever: AND that free and clear, and freely and absolutely released and discharged, or otherwise, at the costs of the said bargainor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges, and encumbrances whatsoever: AND moreover that he the said bargainor and all persons rightfully claiming or to claim any estate, right, title, or interest of, in or to the said hereby

assigned goods, chattels and effects, and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said bargainee, his executors, administrators or assigns, but at the cost and charges of the said bargainee make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods, and chattels unto the said bargainee, his executors, administrators and assigns, in manner aforesaid, and according to the true intent and meaning of these presents, as by the said bargainee, his executors, administrators or assigns, or his or their counsel shall be reasonably advised or required.

In witness, etc.

Signed, sealed, etc.

---

FORM 207.

*Affidavit of Bona Fides by the Bargainee.*

COUNTY OF                    } I, C. D., of the                    of                    ,  
                                   } To wit:                    , in the county of                    ,  
 the bargainee, in the foregoing bill of sale named, make oath and say: THAT the sale therein made is *bona fide*, and for good consideration, namely, in consideration, of the sum of                    dollars; as set forth in the said bill of sale: and not for the purpose of holding or enabling me, this deponent, to hold the goods mentioned therein against the creditors of the said bargainer.

SWORN before me at the                    )  
                                   of                    , in                    )  
 the county of                    )  
 this                    day of                    )  
 A. D. 18                    .

*A Commissioner, etc., etc.*

## FORM 208.

*Affidavit of Bona Fides by Agent of Bargainee when taking a Conveyance.*

ONTARIO.                                I,                               , of the  
COUNTY OF                            } of                               , in the county of  
To wit:                                }                               , make oath and say :

(1) I am the duly authorized agent of                               , the bargainee in the foregoing bill of sale named, for the purposes of the said bill of sale, and I am aware of all the circumstances connected therewith.

(2) I am duly authorized in writing to take such said conveyance or bill of sale, and a true copy of such authority is attached to such conveyance or bill of sale, and is marked with the letter A.

(3) That the sale therein made is *bona fide* and for good consideration, namely in consideration of the sum of                               dollars, as set forth in the said conveyance, and is not for the purpose of holding, or enabling the said bargainee to hold the                               goods mentioned therein against the creditors of the said bargainer.

SWORN before me at the  
of                               , in the county of                               }  
                             , this                               day of                               }  
                             , A. D. 18   .

*A Commissioner, etc.*

## FORM 209.

*Authority to an Agent to take a Bill of Sale.*

KNOW ALL MEN BY THESE PRESENTS that I, C. D., of the  
of                               , in the county of                               , do hereby  
nominate, constitute, authorize, and appoint E. F., of the  
of                               , in the county of                               , as my true  
and lawful agent and attorney for me, and in my name,

and for my sole use and benefit to take and receive from one A. B., of the                      of                      , in the county of                      , a bill of sale of certain chattel property, the property of the said A. B., for and in consideration of the sum of                      dollars, to be paid by me for the purchase thereof, and for the purchase thereof, and for all and every of the purposes aforesaid, I do hereby give and grant unto my said agent and attorney full power and authority to do, perform, and execute all acts, deeds, and matters necessary to be done and performed, and all proceedings to take, necessary to be taken under and by virtue of any statute in that behalf or otherwise howsoever in and about the premises; I hereby ratifying, confirming and allowing, and hereby agreeing to ratify, confirm and allow all and whatsoever my said agent and attorney shall lawfully do or cause to be done by virtue hereof.

In witness whereof I have hereunto set my hand and seal this                      day of                      189

Signed, sealed and  
delivered in  
presence of

}

C. D.

[L.S.]

---

FORM 210.

*Affidavit of Execution of the foregoing Bill of Sale.*

ONTARIO.                      }                      I, C. D., of the                      of  
County of                      }                      , of                      , in  
TO WIT:                      }                      the county of

make oath and say that I was personally present and did see the within Bill of Sale duly signed, sealed and executed by                      the part                      thereto; and that I, this deponent, am a subscribing witness to the same, and that the name                      set and subscribed as a witness to the execution thereof, is of the proper handwriting of me, this

deponent; and that the same was executed at the  
of \_\_\_\_\_, in the county of \_\_\_\_\_

Sworn before me, at the  
of \_\_\_\_\_, in the county of \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 18 \_\_\_\_\_

}  
*A Commissioner, &c.*

---

FORM 211.

*Bill of Sale of Vessel under Merchant Shipping Act,  
1894.*

(57-58 VIC. (IMP.) c. 60.)

[After particulars filled in from registry.]

I (or we) \_\_\_\_\_ in consideration of the  
sum of \_\_\_\_\_ paid to me (or us), by \_\_\_\_\_ the  
receipt whereof is hereby acknowledged, transfer  
shares in the ship above particularly described, and in  
her boats, guns, ammunition, small arms, and appurte-  
nances, to the said \_\_\_\_\_

Further, I (or we), the said \_\_\_\_\_ for myself and  
my (or ourselves and our) heirs, covenant with the said  
\_\_\_\_\_ and his (or her or their) assigns, that I (or  
we) have power to transfer in manner aforesaid the pre-  
mises hereinbefore expressed to be transferred, and that  
the same are free from encumbrance (if there be any  
subsisting mortgage or outstanding certificate or  
mortgage add, "save as appears by the registry of the  
said ship").

In witness whereof I (or we) have hereunto sub-  
scribed my (or our) name and affixed my (or our) seal  
this \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_

Executed by the above named \_\_\_\_\_ }  
in the presence of \_\_\_\_\_ }

---

## FORM 211a.

*Bill of Sale of Mineral Claim—British Columbia.*

Know all men by these presents, that I  
of                      Free Miner's Certificate No.                      (                      day  
of                      18                      ), for and in consideration of the sum  
of                      dollars of lawful money to me in hand paid,  
the receipt whereof is hereby acknowledged, do by these  
presents bargain, sell, assign and transfer unto  
of                      Free Miner's Certificate                      his execu-  
tors, administrators and assigns, that certain mineral  
claim or location known as the                      situated  
in                      located the                      day of                      18  
recorded at                      upon this                      day of                      18  
and I hereby covenant that I have a good title to the  
mineral claim aforesaid, and right to transfer the  
same.

In witness whereof I have hereunto set my hand  
and seal this                      day of                      A.D. 18                      at

Witness.

---





## BONDS.

## FORM 212.

*Bond Blank (Without Condition.)*

KNOW ALL MEN BY THESE PRESENTS, that                      held  
and firmly bound unto                      in the penal sum of                      of  
lawful money of Canada, to be paid to the said                      or  
to                      certain attorney, executors, administrators or  
assigns, for which payment well and truly to be made  
bind                      heirs, executors, and administrators  
and every of them, for ever, firmly by these presents.  
Sealed with                      seal. Dated this                      day of  
A. D. 18                      .

Signed, sealed, etc.

## FORM 213.

*Money Bond.*

KNOW ALL MEN BY THESE PRESENTS, that                      held  
and firmly bound unto                      in the penal sum of                      of  
lawful money of Canada to be paid to the said                      of  
or to                      certain attorney, executors, administrators or  
assigns, for which payment well and truly to be made  
bind                      heirs, executors and administrators forever  
firmly by these presents. SEALED with                      seal. DATED  
this                      day of                      A.D. 18                      .

THE CONDITION of the above written bond or obligation  
is such that if the above bounden                      heirs, executors  
or administrators do and shall well and truly pay or cause

t) be paid unto                      executors, administrators or assigns, the just and full sum of                      of lawful money of Canada with interest thereon at the rate of                      per cent. per annum, on the days and times and in the manner following, that is to say:                      without any deduction, defalcation or abatement whatsoever, then the said bond or obligation to be void, otherwise to be and remain in full force and virtue.

Signed, sealed, etc.

---

FORM 214.

*Bond to Convey Land.*

KNOW ALL MEN BY THESE PRESENTS, that                      held and firmly bound to                      in the penal sum of                      to be paid to the said                      or to                      certain attorney, executors, administrators or assigns, for which payment well and truly to be made                      bind                      heirs, executors and administrators, firmly by these presents. SEALED with seal and DATED this                      day of                      A. D. 18 .

WHEREAS the above bounden                      ha                      contracted and agreed to sell, and also to convey to the said                      in fee simple absolute the following lands and hereditaments, namely                      IN CONSIDERATION of the sum of                      AND the said                      ha                      agreed to purchase from the said                      the said lands, upon the conditions aforesaid.

NOW THE CONDITION OF THIS OBLIGATION is such, that if the above bounden                      shall at the request of the said                      heirs or assigns, on or before the                      day of                      in the year of our Lord one thousand eight hundred and                      absolutely convey to the said                      heirs or assigns, or to such person or persons as the said

shall direct or appoint, the said hereditaments hereinbefore mentioned, conformably to the said agreement: PROVIDED the said            shall have duly paid the sum of            in the manner hereinbefore mentioned in the said agreement, THEN THIS OBLIGATION shall be null and void; OTHERWISE to remain in full force, virtue and effect.

Signed, sealed, etc.

---

FORM 215.

*Bond for Payment of Purchase Money.*

KNOW ALL MEN by these presents that            held and firmly bound unto            in the penal sum of            of lawful money of Canada to be paid to the said            or to            certain attorney, executors, administrators or assigns, for which payment well and truly to be made bind            heirs, executors and administrators and every of them, for ever, firmly by these presents.

SEALED with            seal. DATED this            day of  
A. D. 18    .

WHEREAS the above bounden            ha            contracted with the said            for the absolute purchase in fee simple, free from all incumbrances of the following parcel or tract of land, hereditaments and premises, that is to say:

And whereas the above bounden            ha            agreed to pay therefor the sum of            of lawful money of Canada at the times and in the manner following that is to say:            And whereas upon the treaty for the said purchase it was agreed that the above bounden            should enter into the above bond or obligation for payment of the said purchase money or unpaid part thereof, and interest, in manner aforesaid and be let into possession of the said lands and premises and receipt of the rents and profits thereof from the day of the date hereof.

Now the condition of the above obligation is such that if the above bounden heirs, executors, administrators or assigns, shall well and truly pay or cause to be paid to the said executors, administrators or assigns, the whole of the said purchase money, and interest thereon as aforesaid, at the times and in the manner aforesaid, without making any deduction, defalcation, or abatement thereout on any account whatsoever, then the above obligation shall be void, otherwise to be and remain in full force and virtue.

**Signed, sealed, etc.**

**FORM 216.**

### *Bond of Indemnity.*

**KNOW ALL MEN BY THESE PRESENTS**, that                      held  
and firmly bound unto                      in the penal sum of  
of lawful money of Canada, to be paid to the said  
or to                      certain attorney, executors, administrators or  
assigns, for which payment well and truly to be made  
bind                      heirs, executors and administrators, and  
every of them, for ever, firmly by these presents, SEALED  
with                      seal. Dated this                      day of                      A. D. 18 .

THE CONDITION of the above written bond or obligation is such that if the above bounden obligor, his heirs, executors and administrators, do and shall, from time to time, and at all times hereafter, well and truly save, defend and keep harmless, and fully indemnified the said obligee, his heirs, executors and administrators, and his and their lands and tenements, goods, chattels, and effects of, from, and against all loss, costs, charges, damages and expenses which the said obligee, his heirs, executors or administrators, or any of them, may at any time, or times, hereafter bear, sustain, suffer, be at, or be put unto, for or by reason,

or on account of (*Here state the particular matter or thing, against which the obligee is to be indemnified*) or anything in any manner relating thereto, then the above written bond or obligation to be void, otherwise to be and remain in full force, virtue and effect.

Signed, sealed, etc.

---

FORM 217.

*Bond of Indemnity upon Paying a Lost Note.*

KNOW ALL MEN BY THESE PRESENTS, that I, \_\_\_\_\_, of \_\_\_\_\_, am held and firmly bound unto \_\_\_\_\_, of \_\_\_\_\_, in the sum of \_\_\_\_\_ of lawful money of Canada, to be paid to the said \_\_\_\_\_ or his certain attorney, executors, administrators or assigns; for which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, and each and every of them, firmly by these presents. Sealed with my seal. Dated this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18 \_\_\_\_\_.

WHEREAS the above-named \_\_\_\_\_ by his promissory note signed by him, and dated \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18 \_\_\_\_\_, did promise to pay unto \_\_\_\_\_ or order \_\_\_\_\_ six months after date, for value received, and such note was afterwards endorsed by the said \_\_\_\_\_ and others, and became the property of \_\_\_\_\_, of \_\_\_\_\_, as the said \_\_\_\_\_ avers; and whereas the said \_\_\_\_\_ alleges that he sent the said note by mail, on the \_\_\_\_\_ day of \_\_\_\_\_ last to the above named \_\_\_\_\_ to be by him received for the use of said \_\_\_\_\_ which said note, it is apprehended, was stolen out of the mail [*or as the case is,*] or otherwise lost. And whereas the said \_\_\_\_\_ has, on the day of the date hereof, at the request as well of the said \_\_\_\_\_ as of the said \_\_\_\_\_ and upon his, the said \_\_\_\_\_ promising to indemnify the said \_\_\_\_\_ and deliver up the said note to be cancelled when found, paid the said

the said sum of                      in full satisfaction and discharge of the said note, the receipt whereof the said                      doth hereby acknowledge; The condition, therefore, of the above-named obligation is such, that if the said                      his heirs, executors, or administrators, or any of them, do and shall, from time to time, and at all times hereafter, save, defend, keep harmless, and indemnify the said                      his executors and administrators, and the goods, chattels, lands, and tenements of the said                      of, from, and against the said note of                      and of and from all costs, charges, damages, and expenses, that shall or may happen or arise therefrom, and also to deliver or cause to be delivered up the said note, when and so soon as the same shall be found to be cancelled, then this obligation to be void; otherwise to be and remain in full force and virtue.

Signed, sealed, etc.

---

FORM 218.

*Bond for Fidelity of Clerk.*

KNOW ALL MEN BY THESE PRESENTS, that we  
of                      and                      of                      and each of us, our, and  
each of our heirs, executors, and administrators, are firmly  
bound                      unto                      of                      and                      of                      their  
executors, administrators and assigns, for the payment to  
them of the penal sum of                      Sealed with                      seal.  
Dated this                      day of                      A. D. 18                      .

WHEREAS the said                      and                      have agreed to  
admit                      into their service as clerk, and to continue  
him in such service, subject to three months' notice in  
writing on either side, on our becoming sureties for his  
faithfully serving and accounting to them, and the  
survivor of them, their and his executors and adminis-  
trators, and other the person or persons who shall have

become partner or partners with them or either of them, and his or their executors and administrators in manner hereinafter mentioned, so long as the said                      continues in such service; and whereas by the above-written obligation, we have become sureties accordingly;

Now, the above-written obligation is conditioned to be void if the said                      shall faithfully serve, and from time to time, and at all times account for, and pay over to the said                      and                      or the survivor of them, their and his executors and administrators, and other the person or persons who shall have become partner or partners with them, or either of them, and his and their executors and administrators, all moneys, securities for money, goods and effects whatsoever, which he, the said                      shall receive for their or any of their use, or for the use of any person or body politic, to whom they or either of them shall be accountable or which shall be intrusted to his care by them, or either or any of them, or for or by any person or body politic to whom they or either of them shall be accountable. And shall not embezzle, withhold, destroy, or anywise injure any such moneys, securities for money, goods and effects as aforesaid, or any books, papers, writings, goods or effects of them, or either or any of them, provided always that each of the said sureties is not to be separately liable, nor are his executors, administrators for more than half of the penal sum secured by the above-written obligation. And also that each of said sureties may put an end to his liability on the above-written obligation, by giving to the said                      and                      their executors or administrators, six months notice in writing of his intention so to do, and shall be free from liability for any event or default happening after the expiration of such notice.

Signed, sealed, etc.



## FORM 219.

*Bond from Lessee and Surety to Pay Rent.*

KNOW ALL MEN BY THESE PRESENTS, that we, C. D., of  
 in the County of and Province of  
 Carpenter, and E. F., of the same place, Butcher, are held  
 and firmly bound unto A. B., of in the County of  
 and Province of Esquire, in the penal  
 sum of of lawful money of , to be paid to  
 the said A. B., or to his certain attorney, executors, admin-  
 istrators or assigns, for which payment well and truly to  
 be made, we bind ourselves, and each of us by himself,  
 our and each of our heirs, executors and administrators,  
 for ever firmly by these presents. Sealed with our seals.  
 Dated this day of A. D. 18 .

WHEREAS, the above named A. B. by his Indenture of  
 Lease, bearing even date with and executed before the  
 above written obligation, for the consideration in the  
 said lease mentioned hath demised to the above bounden  
 C. D. a certain saw-mill, situate at, etc. To hold unto  
 the said C. D., his executors, administrators and assigns,  
 for the term of years, from thence next ensuing,  
 determinable, nevertheless, at the end of the first years  
 of the said term, if the said C. D., his executors, adminis-  
 trators or assigns, shall give months' notice thereof,  
 in manner therein mentioned, at and under the yearly  
 rent of payable quarterly, in manner as therein  
 expressed, as by the said lease will more fully appear. Now  
 the condition of the above written obligation is such that  
 if the above bounden C. D. and E. F., or either of them,  
 their or either of their heirs, executors or administrators,  
 shall, and do, during the continuance of the said recited  
 lease, well and truly pay, or cause to be paid, the said  
 yearly rent or sum of unto him the said A. B., his  
 heirs or assigns, by four equal quarterly payments, of  
 each, on the several days following, that is to say, the

day of the day of the  
 day of and the day of in each and  
 every year during the said demise, or within days  
 next after every of the said days or times of payment,  
 according to the true intent and meaning of the said  
 recited lease, the first quarterly payment to be made on the  
 day of next; then the above written obli-  
 gation shall be void and of no effect, but if default shall  
 happen to be made of or in any of the said quarterly pay-  
 ments, then the same shall remain in full force.

Signed, sealed, etc.

---

FORM 220.

*Bond for Minor to Convey when of Age.*

KNOW ALL MEN BY THESE PRESENTS, that held  
 and firmly bound unto in the penal sum of  
 lawful money of Canada, to be paid to the said or  
 to certain attorney, executors, administrators or  
 assigns, for which payment, well and truly to be made,  
 bind heirs, executors, administrators and assigns,  
 for ever firmly by these presents. Sealed with seal.  
 Dated this day of A. D. 18 .

WHEREAS of, etc., deceased, by his last will and  
 testament, in writing, dated the day of and  
 duly proved in the Surrogate Court for the County of  
 on the day of A. D. 18 , did, among  
 other things, give, devise and bequeath, all that messuage  
 or tenements situated at described as follows, to  
 wit, which was then in the occupation of  
 to be divided equally between his two sons, and  
 their heirs and assigns; and whereas  
 the above named obligee, has agreed with the said  
 and for the absolute purchase of the tenement and  
 premises, so devised to them as aforesaid, at and for the

sum of                    but the said                    not being yet of the age of twenty-one years, cannot join in conveying the same to the said                    And whereas the said                    has at the request of the above bound                    and on his promise and undertaking that the said                    should, when, and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said                    convey and assure to him the said                    his heirs and assigns, his undivided moiety or half part of the said messuage or tenement and premises, paid into the hand of the said                    the whole of the said purchase money; and the said                    has, by his deed of even date herewith, duly made, sealed and delivered, conveyed his undivided moiety or half part of said messuage or tenement and premises to the said                    his heirs and assigns; Now, the condition of this obligation is such, that if the said                    do and shall, when and as soon as he shall have attained the age of twenty-one years, at the cost and charge of the said                    convey and assure unto him the said                    his heirs and assigns, by such deeds and conveyances as the counsel of the said                    shall advise, his undivided moiety or half part of and in the said messuage or tenement and premises, devised to him and the said                    as aforesaid, and that without any consideration to be paid to him by the said                    and also, if, and in case the said                    his heirs, executors and administrators, do and shall, in the meantime, and until the said                    shall have executed such conveyance as aforesaid, save, defend, keep harmless and indemnified the said                    his heirs, executors, administrators and assigns, and the said messuage or tenement and premises, so to be conveyed by the said                    to the said                    as aforesaid, and the rents, issues and profits thereof, of and from all claim and demand to be made thereto, by or on behalf of the said                    then, etc.; otherwise, etc.

Signed, sealed, etc.

## FORM 221.

*Bond by a Vendor to a Purchaser to Indemnify him  
against the Dower of Vendor's Mother.*

KNOW ALL MEN BY THESE PRESENTS, etc.

Whereas the above bounden                      is the owner of certain lands particularly described in a deed made by him to the above named obligee of      even date with these presents, to be recorded this day in the registry of deeds for the county of                      ; and whereas the said lands are subject to the right of dower of the vendor's mother,                      ; and whereas, and upon the negotiations for the sale of said lands, it was agreed that the said vendor should enter into a bond in the penal sum of                      for indemnifying the said purchaser, his heirs and assigns, against all claims by the said                      to dower in the said lands, or any part thereof, with such condition for making void the same as is hereunder written ; Now, the condition of the above written bond is such that if the said vendor, his heirs, executors, or administrators, or any of them, shall, at all times hereafter, keep indemnified the said purchaser, his heirs and assigns, and also the said lands by the said deed expressed to be granted, and every part thereof, against all actions, accounts, claims and demands for or in respect of the dower, or right of dower of the said                      in the same, then the above written bond shall be void ; otherwise the same shall remain in full force. In witness, etc.

---

 FORM 221.

*Bond of Indemnity to Tenant Paying Rent where Title  
is in Dispute.*

KNOW ALL MEN BY THESE PRESENTS, etc.

Whereas an action is now pending between the above bounden                      and other persons concerning the title to

the house and premises situate at \_\_\_\_\_, now held by the above named obligee under a lease thereof, dated the day of \_\_\_\_\_, 18\_\_\_\_, made to him by the above bounden \_\_\_\_\_; and whereas the said obligee has nevertheless agreed to pay the rent of the said house and premises as the same shall fall due to the said obligor upon the said obligor's agreeing to indemnify him in respect thereof. Now, the condition of this obligation is such that if the above bounden obligor, his heirs, executors and administrators or assigns shall pay, or cause to be paid, to the said obligee, his heirs, executors, administrators or assigns, all such rent, sums of money, costs, and damages whatsoever as the said obligee, his heirs, executors, administrators or assigns shall by due process of law or otherwise be compelled to pay, and all costs or damages which he or they shall otherwise sustain or incur by reason of his or their paying the said rent, or any part thereof, to the said obligor, his heirs or assigns, in manner aforesaid, then this obligation shall be void, or otherwise shall remain in full force. In witness, etc.

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FORM 223.

*Bond for Payment of an Annuity to Husband and Wife,  
She Surviving, for their Respective Lives.*

KNOW ALL MEN, etc.

The condition of this obligation is such that if the above bounden (*obligors*), their heirs, executors or administrators, shall pay to the said (*husband*) during his life an annuity or yearly sum of \_\_\_\_\_ dollars, by four equal quarterly payments, on the first days of January, April, July and October in every year, and shall pay an apportioned part of such annuity up to the day of the death of the said husband to his executors and administrators, and shall make the first of such payments on the \_\_\_\_\_ day of \_\_\_\_\_

next, and shall also, in case the said (*wife*) shall survive the said (*husband*) pay to the said (*wife*) during the then remainder of her life an annuity or yearly sum of dollars, payable on the like quarterly days, and shall pay an apportioned part of such last mentioned annuity up to the day of the death of the said (*wife*) to her executors or administrators, the first quarterly instalment of such last mentioned annuity, or a proportionate part thereof, for the interval between the death of the said (*husband*) and the first of the said quarterly days which shall happen thereafter, to be payable on such last mentioned day, and shall make all the said payments without any deduction whatever, then, etc.

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## FORM 224.

*Bond for the Performance of a Specified Agreement.*

KNOW ALL MEN, etc.

The condition of the above written bond is such that if the above bounden (*obligor*), his executors and administrators, shall in all things, on his and their parts, observe, perform, fulfil, and keep all and singular the clauses, conditions, agreements, matters, and things which on the part of the said (*obligor*), his executors or administrators, are to be observed, performed, fulfilled, and kept according to an agreement in writing, bearing even date herewith (or dated the       day of       , 18   .), and expressed to be made between the said (*obligor*), of the one part, and the said (*obligee*), of the other part, then the above written obligation shall be void, but otherwise shall remain in full force.

## FORM 225.

*Bond by Contractor with Sureties for Performance of a Building Contract.*

KNOW ALL MEN, etc.

Whereas the said (*principal*) has by agreement in writing, dated the            day of            A. D. 18    , and made between the said (*principal*), of the one part, and the said (*obligee*), of the other part, entered into a contract for building a house at            : Now the condition of this obligation is such that if the said (*principal*), his executors or administrators, shall duly perform and observe all the stipulations and agreements contained in the said contract, and on his and their part, to be performed and observed, and so that any alteration which may be made by agreement between the said (*principal*) and the said (*obligee*), his executors and administrators, in the terms of said contract, or the nature of the work to be done thereunder, or the giving by the said (*obligee*), his executors or administrators, of any extension of time for performing the said contract, or of any of the stipulations therein contained, and on the part of the said (*principal*) to be performed, or any other forbearance on the part of the said (*obligee*), his executors or administrators, to the said (*principal*), his executors or administrators, shall not in any way release the said (*sureties*), or either of them, or either of their heirs, executors or administrators, from their or his liability under the above written bond, then, etc.

## FORM 226.

*Joint and Several Bond from a Builder and Surety.*

KNOW ALL MEN BY THESE PRESENTS, that we, A. B., of, etc., [builder], and C. D., of, etc., [surety], are held and firmly bound to E. F., etc., in the penal sum of \$            ,





and which by or on the part of the said A. B., his executors or administrators, are or ought to be observed, performed, fulfilled, and kept within such time and in such manner, in all respects, as in the said articles of agreement are mentioned or required, according to the true intent and meaning of the said articles of agreement, and according to the aforesaid specifications, plans, elevation, sections, and drawings therein referred to, then the above written bond or obligation shall be void and of no effect, but otherwise shall be and remain in full force and virtue.

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FORM 227.

*Bond by a Cashier with Sureties.*

KNOW ALL MEN, etc.

Whereas the above named corporation has agreed to take the above bounden (*principal*) into its employ as cashier, upon the said (*principal*) and the above bounden (*sureties*) entering into a bond in the above mentioned sum of                dollars, with such condition as is hereunder written, for the faithful discharge by the said (*principal*) of his duties as cashier: Now, the condition of the above written bond is such that, if the said (*principal*) shall faithfully discharge his duties as such cashier as aforesaid, or if the said (*principal*) and (*sureties*), or either of them, their or either of their heirs, executors or administrators, shall at all times hereafter keep indemnified the said corporation and its assigns against all losses, costs, damage and expenses, which the said corporation or its assigns may pay, sustain, or be put unto, by reason of its taking the said (*principal*) into its employ, or by reason of any act, embezzlement, mismanagement, neglect, or default of or by the said (*principal*) whilst in the employ of said corporation, or otherwise, then, in either of the said cases, the above written bond shall be void; otherwise the same shall remain in full force. In witness, etc.

## FORM 228.

*Bond by a Treasurer of a Corporation with Sureties.*

KNOW ALL MEN BY THESE PRESENTS, that we,  
 of , principal, and and , both  
 of said , as sureties, are holden and bound unto the  
 , a corporation duly established under the laws of  
 the Province of , in the sum of dollars,  
 to the payment of which to the said corporation, its suc-  
 cessors or assigns we hereby jointly and severally bind  
 ourselves, our heirs, executors and administrators.

Whereas the said (*principal*) has been elected treasurer  
 of the above named corporation for the period of one year  
 from the day of , and whereas the said  
 (*principal*) may hereafter be re-elected to or continued in  
 such office for a further period :—

Now the condition of this obligation is such that if the  
 said (*principal*) shall at all times hereafter, so long as  
 he shall continue in said office, whether by re-election or  
 otherwise, faithfully, honestly and diligently perform and  
 discharge all the duties of said office, and shall, whenever  
 required, duly and faithfully account to the said corpora-  
 tion, its successors or assigns, for all moneys, goods, and  
 property whatsoever, for or with which the said (*princi-  
 pal*) may be in anywise accountable or chargeable to the  
 said corporation, and shall, when required, pay or deliver  
 all such moneys, goods and property to said corporation,  
 its successors and assigns, then this obligation shall be  
 void; or otherwise the same shall remain in full force and  
 effect<sup>1</sup>. In witness, etc.

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<sup>1</sup> Clauses providing that giving time shall not affect liability of sureties, and providing for limitation of the liability of the sureties may be added. Provided that any forbearance on the part of the said corporation, its successors or assigns, toward the said (*principal*) in respect of his failure or neglect to perform such services and duties, or to make such payments as aforesaid, shall not in any way release or exonerate the said (*sureties*), or either of them, their or his heirs, executors or administrators, in respect of their or his liability under the above written bond.

## FORM 229.

*Bond to Preserve a Secret Mode of Manufacturing an Article.*

KNOW ALL MEN, etc.<sup>1</sup>

Whereas the said (*obligee*) has imparted to the above bounden (*obligors*) a certain secret to be used in the preparation of an article of medicine known as \_\_\_\_\_, upon the express agreement that the above bounden (*obligors*), should enter into the above written bond: Now, the condition of the above written obligation is such that if the above bounden (*obligors*), their heirs, executors and administrators, do well and truly keep the said secret, and do not disclose the same without a special license, or consent of the said obligor, his heirs or assigns, in writing under his or their hands, first had or obtained for that purpose, then the above written obligation shall be void, otherwise the same shall remain in full force. In witness, etc.

## FORM 230.

*Bond to Secure Payment of Lien on Saw Logs under R. S. O. 1887, c. 121.*

KNOW ALL MEN BY THESE PRESENTS, that we (*here insert names of obligors, being the owners of the logs and at least one sufficient surety*; or, if the signature of the owner cannot be obtained without unreasonable delay, then being

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<sup>1</sup> The penalty for such a bond may be a fixed sum, expressed "to be paid by way of liquidated and ascertained damages," if the parties so agree, for otherwise no recovery can be had except upon proof of special damage; and the measure of damage for a breach of such an obligation cannot be accurately ascertained. If the penalty agreed upon by the parties as liquidated damages be not clearly disproportionate, the court will not relieve the obligor against payment of the full amount.

two sureties), I, \_\_\_\_\_, am held and firmly bound unto A. B. (here insert the name of the person claiming the lien), in the penal sum of (double the amount of the claim) \$ \_\_\_\_\_ to be paid to the said A. B., his executors, administrators and assigns, for which payment well and truly to be made, we, and each of us, bind ourselves and each of us, our and each of our executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and signed by us this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18 \_\_\_\_.

Whereas the said A. B., claiming to act under the authority of *The Saw Log Driving Act*, has taken possession of certain (saw logs, timber, etc., *as the case may be*) owned or controlled by \_\_\_\_\_ and claims a lien thereon for the sum of \$ \_\_\_\_\_, under the provision of section (5, 8, or 11, *as the case may be*) of the said Act.

And whereas the said bond is given as security for payment to the said A. B., of such sum as he may be held entitled to by arbitration, pursuant to the said Act, and of any costs and expenses of the arbitration which may become payable to him.

Now the condition of the above obligation is such that if the said \_\_\_\_\_, his executors or administrators do pay to the said A. B., his executors, administrators or assigns, such sum as may be determined by arbitration pursuant to the said Act, to be payable to the said A. B., his executors, administrators or assigns, for charges and expenses under sections (5, 8, or 11, *as the case may be*) of said Act, and also such sum as may become payable to the said A. B., his executors, administrators or assigns, for costs and expenses of such arbitration, then the above obligation to be void, otherwise to remain in full force.

Signed, sealed, etc.

## FORM 231.

*Replevin Bond.*

KNOW ALL MEN BY THESE PRESENTS, that we, A. B. (*plaintiff*), of W. S., of and J. S., of are jointly and severally held and firmly bound to W. P., Esquire, sheriff of the county of , in the sum of of lawful money of Canada, to be paid to the said sheriff, or his certain attorney, executors, administrators or assigns, for which payment to be well and truly made, we bind ourselves, and each and every of us in the whole, our, and each and every of our heirs, executors and administrators, firmly by these presents.

Sealed with our seals.

Dated at this day of A. D. 18 .

The condition of this obligation is such that if the above bounden A. B., do prosecute his suit with effect and without delay against C. D., for the taking and unjustly detaining (or unjustly detaining, *as the case may be*) of his cattle, goods and chattels, to wit: (*here set forth the property distrained, taken or detained*), and do make a return of the said property, if a return thereof shall be adjudged, and also do pay such damages as the defendant shall sustain by the issuing of the Writ of Replevin, if the said A. B., fails to recover judgment in his said suit, and further do observe, keep and perform all rules and orders made by the Court in the said suit, then this obligation shall be void, or else remain in full force and virtue.

Sealed and delivered in the }  
presence of }

## FORM 228a.

*Form of Bond under Agriculture and Arts Act.*

(58 VIC. C. 11. SCHEDULE.)

Know all men by these presents, that we, A. B.,  
 treasurer of the                      Society (or Association), of  
 the                      of                      in the County  
 of                      Esquire, and C. D., of the  
 of                      in the County of                      Gentleman  
 (if more than one surety is required, insert here the  
 names of the others in like manner), do hereby jointly  
 and severally, for ourselves, and for each of our heirs,  
 executors and administrators, covenant and promise  
 that the said A. B., as treasurer of the                      Society  
 (or Association), shall well and truly account for and  
 pay over to the                      Society (or Association), or the  
 person or persons entitled to the same, all moneys  
 which he shall receive by virtue of his said office of  
 treasurer, and that he will faithfully perform the duties  
 of his said office.

Nevertheless it is hereby declared that no greater  
 sum shall be recovered under the covenant against the  
 several parties hereto than as follows: that is to say,  
 against the said A. B., in the whole \$                      (the amount  
 fixed by the board of directors), against the said C. D.,  
 \$                      (the amount fixed by the board of directors),  
 (if more sureties were required by the board, here add  
 the names and amounts in like manner).

In witness whereof we have to these presents set  
 our hand and seal this                      day of                      A.D. 18

## FORM 231a.

*Salvage Bond—Merchant Shipping Act, 1894.*

(57-58 VIC. (IMP.) C. 60.)

[N. B.—Any of the particulars not known, or not  
 required, by reason of the claim being only against  
 cargo, etc., may be omitted].

Whereas certain salvage services are alleged to have been rendered by the vessel (*insert names of vessel and of commander*), commander, to the merchant vessel (*insert names of vessel and master*), master, belonging to (*name and place of business or residence of owner of vessel*), freighted by (*the name of the freighter*), and to the cargo therein, consisting of (*state very shortly the description and quantities of the goods, and the names and addresses of their owners and consignees*): And whereas the said vessel and cargo have been brought into the port of (*insert name and situation of port*), and a statement of the salvage claim has been sent to (*insert the name of the consular officer or Judge of the Colonial Court of Admiralty or Vice-Admiralty Court, and of the office he fills*), and he has fixed the amount to be inserted in this bond at the sum of

Now I, the said (*master's name*), do hereby, in pursuance of the Merchant Shipping Act, 1894, bind the several owners for the time being of the said vessel and of the cargo therein, and of the freight payable in respect of that cargo and their respective heirs, executors and administrators, to pay among them such sum, not exceeding the said sum of (*state the sum fixed*), in such proportions and to such persons as (if the parties agree on any other Court, substitute the name of it here), the High Court in England shall adjudge to be payable as salvage for the services so alleged to have been rendered as aforesaid.

In witness whereof I have hereto set my hand and seal this                      day of

Signed, sealed and delivered by the said  
In the presence of (*name of consular officer or Judge of the Colonial Court of Admiralty or Vice-Admiralty Court, and of the office he fills*).

## BOTTOMRY AND RESPONDENTIA BONDS.

The elements of the validity of a bottomry or *respondentia* bond are: (1) The contract must be in writing; (2) The security must be given by the owner or master of the ship; (3) The giving of the bond must be necessary; (4) It can only be given for money solely and indispensably necessary for the purposes of the ship or cargo.

### FORM 232.

#### *Bottomry Bond on Ship and Freight.*

KNOW ALL MEN BY THESE PRESENTS, that I, \_\_\_\_\_, master of the ship *Betsy*, of \_\_\_\_\_, am held and firmly bound unto \_\_\_\_\_, of \_\_\_\_\_, in the sum of \_\_\_\_\_ dollars, to be paid to the said \_\_\_\_\_ or his certain attorney, executors, administrators or assigns, for which payment well and truly to be made, I bind myself, my heirs, executors and administrators, and also the said ship, her tackle, apparel and furniture, and the freight to be carried by her on the voyage after-mentioned, firmly by these presents. Sealed with my seal. Dated this \_\_\_\_\_ day of \_\_\_\_\_

Whereas the said ship is lately arrived in the port of \_\_\_\_\_ from \_\_\_\_\_, having on her said voyage sustained damage (*describe the damage*), and being in want of repairs and provisions to enable her to proceed on her voyage from \_\_\_\_\_ to \_\_\_\_\_ for which port she is now bound and about to return, and the said \_\_\_\_\_ in order to be enabled to procure the said repairs and provisions, and to pay for the same and for the lawful and necessary disbursements and expenses of said ship at the said port of \_\_\_\_\_ hath requested the said \_\_\_\_\_ to lend the sum of \_\_\_\_\_ for the aforesaid purposes; and the said \_\_\_\_\_ hath accordingly lent the said sum for the aforesaid purposes, on the hazard and adventure of the said vessel on her said intended voyage from \_\_\_\_\_ to \_\_\_\_\_



Now the condition of the above obligation is such, that if the said ship do, and shall, with all reasonable and convenient speed, sail from the port of \_\_\_\_\_ aforesaid, on the said intended voyage to \_\_\_\_\_ and that without deviation (the perils, damages, accidents and casualties of the seas and navigation excepted); and if the above bounden \_\_\_\_\_ his heirs, executors or administrators, or the owners of the said ship do and shall within ten days after the said vessel shall arrive at \_\_\_\_\_ aforesaid, well and truly pay or cause to be paid to the said \_\_\_\_\_ his agent, attorney, executors, administrators, or assigns, the said sum of \_\_\_\_\_ dollars, together with \_\_\_\_\_ dollars per centum bottomry premium thereon; or if on the said voyage the said vessel shall be utterly lost, cast away, or destroyed, in consequence of fire, enemies, pirates, storms, or other the unavoidable perils, dangers, accidents or casualties of the seas and navigation, to be sufficiently shown or proved by the said \_\_\_\_\_ his executors, administrators, or by the owners of the said ship, their executors or administrators; then the above written bond or obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed, etc.

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FORM 233.

*Respondentia Bond.*

KNOW ALL MEN by these presents that I, \_\_\_\_\_ master of the ship *Britannia* am held and firmly bound unto \_\_\_\_\_ of \_\_\_\_\_, in the sum of \_\_\_\_\_ dollars, to be paid to the said \_\_\_\_\_, his certain attorney, or his executors, administrators or assigns to which payment I bind myself firmly by these presents.

Sealed with my seal, dated this \_\_\_\_\_ day of \_\_\_\_\_.

WHEREAS, the said ship *Britannia*, having laden on board a cargo of corn, was accidentally stranded and suffered great damage, and was taken into the port of \_\_\_\_\_

by salvors, and her cargo discharged, some being damaged; and whereas, great expense for salvage and other

charges were necessarily incurred, and were charged on the said cargo, and which the said master was unable to pay; and whereas, the said                      did contract and agree with the said master to advance the sums of money necessary to enable him to pay the same charges and expenses upon the goods and merchandize, lately the cargo of the said ship *Britannia*, to be reshipped and forwarded from                      to their destination, that is to say, to the port of                      in                      , it being expressly agreed before any part of such advance was made, that such advance should be by way of respondentia on the said cargo in the voyage last aforesaid; and whereas, under and pursuant to the agreement last aforesaid, the sum of                      was advanced as aforesaid, and the said goods and merchandize was laden at                      in and on board the ship *Mary* to be carried to                      aforesaid.

Now the conditions of the above written obligation is such, that the said ship *Mary* do and shall depart from                      and sail to and arrive at                      . And if the said                      shall pay unto the said                      or his legal representatives within ten days after such arrival, the full sum of                      dollars, together with a premium thereon of                      dollars per centum, or if in the said voyage an utter loss of the said ship by any perils of the sea which are insured against, under policies, a form of which is hereto annexed, shall unavoidably happen, and the said                      or those for whom he acts shall well and truly, without delay, account with the said                      or his representatives or assigns, for the just salvage which shall be received from and on account of the said hypothe-cated merchandize, and shall well and truly pay or deliver the same unto him or them, and shall not deliver the said merchandize to any other one whatsoever, without payment of the principal and interest, and premium due on this bond, then this obligation shall be void, otherwise to remain in full force.

Signed, sealed, etc.

CHATTEL MORTGAGES.

R. S. O. 1887, c. 125.

FORM 234.

*Chattel Mortgage.*

THIS INDENTURE, made (in duplicate) the                      day  
of                      one thousand eight hundred and                      ,  
BETWEEN                      hereinafter called the mortgagor                      of the  
first part, and                      hereinafter called the mortgagee  
of the second part

WITNESSETH that the mortgagor                      for and in consideration of                      dollars of lawful money of Canada to  
                    in hand well and truly paid by the mortgagee  
at or before the sealing and delivery of these presents  
(the receipt whereof is hereby acknowledged) hath granted,  
bargained, sold and assigned, and by these presents doth  
grant, bargain, sell and assign unto the mortgagee  
executors, administrators and assigns, all and singular the  
goods, chattels, personal property and effects hereinafter  
particularly mentioned and described  
all which said goods and chattels, personal property and  
effects are now in the possession of the mortgagor, and are  
now situate, lying and being on, upon and about

TO HAVE AND TO HOLD all and singular the said goods  
and chattels, personal property and effects unto the mort-  
gagee                      , executors, administrators and assigns to the  
only proper use and behoof of the mortgagee                      executors  
administrators and assigns forever:

PROVIDED ALWAYS and these presents are upon this  
express condition that if the mortgagor

executors or administrators do and shall well and truly pay or cause to be paid unto the mortgagee executors, administrators or assigns, the full sum of dollars, with interest for the same at the rate of per centum per annum in manner following, that is to say:—

THEN THESE PRESENTS and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes anything herein contained to the contrary thereof in any wise notwithstanding:

And the mortgagor for self executors and administrators shall and will warrant and forever defend by these presents all and singular the said goods and chattels and property unto the mortgagee executors, administrators and assigns against the mortgagor executors and administrators, and against all and every other person or persons whomsoever

And the mortgagor doth hereby for self, executors and administrators covenant, promise and agree to and with the mortgagee executors, administrators and assigns that the mortgagor executors or administrators, or some or one of them shall and will, well and truly pay, or cause to be paid unto the mortgagee executors, administrators or assigns the said sum of money in the above proviso mentioned with interest for the same as aforesaid on the day and time and in the manner above limited for the payment thereof: And also in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or of the interest thereon or any part thereof or in case the mortgagor shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels or any of them, or to remove the same or any part thereof out of the county of or suffer or permit the same to be seized or taken in execution without the consent of the Mortgagee, executors, administrators or assigns to such sale, removal or disposal thereof first had and obtained in

writing, or in case the mortgagor shall suffer, allow or permit a judgment to be obtained against him for a debt in any court of law or equity, or shall suffer, allow or permit any taxes, rates, duties, or assessments whatsoever, for which he now is or hereafter during the currency of these presents, may be assessed to remain unpaid and unsatisfied for a period of seven days after demand lawfully made therefor, by the proper officer in that behalf, or in case the Mortgagor shall fail to pay the rent arising out of the land and premises upon which are situate and lying the said goods and chattels at any time during the currency of these presents, six days at least before the same shall become due, or in case default shall be made in the performance of any of the covenants by the Mortgagor in these presents contained, then and in such case it shall and may be lawful for the mortgagee,                   executors, administrators or assigns with                   or their servant or servants, and with such other assistant or assistants as                   may require at any time during the day to enter into and upon any lands and tenements, houses and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of, and removing the said goods and chattels: And upon and from and after, the taking possession of such goods and chattels as aforesaid it shall and may be lawful, and the mortgagee,                   executors, administrators or assigns, and each and any of them is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale as to them or any of them may seem meet: And from and out of the proceeds of such sale in the first place to pay and reimburse                   or themselves all such sums and sum of money                   as may then be due by virtue of these presents and all costs and expenses as may have been incurred by the mortgagee,                   execu-

tors, administrators or assigns in consequence of the default, neglect or failure of the mortgagor, executors, administrators or assigns in payment of the said sum of money, with interest thereon as above mentioned, or in consequence of such sale or removal as above mentioned, and in the next place to pay unto the mortgagor, executors, administrators and assigns all such surplus as may remain after such sale and after payment of all such sum or sums of money and interest thereon as may be due by virtue of these presents at the time of such seizure and after payment of the costs, charges and expenses incurred by such seizure and sale as aforesaid :

PROVIDED that the mortgagee, executors, administrators or assigns may, in default of payment of any of the payments of interest or instalments hereinbefore mentioned or any part thereof, destrain for the whole principal sum then unpaid

PROVIDED ALWAYS nevertheless that it shall not be incumbent on the mortgagee, executors, administrators or assigns to sell and dispose of the said goods and chattels, but that in case of default of payment of the said sum of money with interest thereon as aforesaid it shall and may be lawful for the mortgagee, executors, administrators or assigns peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels without the let, molestation, eviction, hindrance, or interruption of the mortgagor, executors, administrators or assigns, or any of them, or any other person or persons whomsoever; and the mortgagor doth hereby further covenant, promise and agree to and with the Mortgagee, executors, administrators and assigns that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale that the mortgagor, executors or administrators shall and will forthwith pay or cause to be paid unto the mortgagee

executors, administrators, and assigns all such sum or sums of money with interest thereon as may then be remaining due, as well also as all costs and expenses as may have been incurred by the mortgagee in and about such seizure and sale.

And the mortgagor doth put the mortgagee in the full possession of said goods and chattels by delivering to these presents in the name of all the said goods and chattels at the sealing and delivery hereof:

And the mortgagor further covenant with the mortgagee that he will during the continuance of this mortgage and any and every renewal thereof insure the goods and chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than dollars, and will pay all premiums and moneys necessary for that purpose three days at least before the same become due and will on demand assign and deliver over to the said mortgagee executors, and administrators, the policy or policies of insurance and receipts thereto appertaining: Provided that if on default of payment of said premium or sums of money by the mortgagor in manner and at the time aforesaid, the mortgagor executors or administrators may pay the same and such sums of money shall be added to the debt hereby secured (and shall bear interest at the same rate from the day of such payment) and shall be repayable with the principal sum hereby secured.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 235. .

*Affidavit of Bona Fides to Accompany above Mortgage.*

ONTARIO :	}	I, C. D., of the	of
County of		in the County of	
To WIT:		the mortgagee in the foregoing	
Bill of Sale by way of mortgage named make oath and			

say: That A. B. the mortgagor in the foregoing bill of sale by way of mortgage named is justly and truly indebted to me this deponent C. D., the mortgagee therein named in the sum of            dollars mentioned therein:

That the said bill of sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid and not for the purpose of protecting the goods and chattels mentioned in the said bill of sale by way of mortgage against the creditors of the said A. B. the mortgagor therein named or of the creditors of such mortgagor from obtaining payment of any claim against him the said A. B.

Sworn before me at  
in the County of  
                    day of  
year of our Lord, 18

this }  
in the } C. D.,

*A Commissioner, etc., etc.*

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FORM 236.

*Affidavit of the Due Execution of a Chattel Mortgage.*

ONTARIO:                      } I, G. H., of the  
County of                      } in the County of                      (*occu-*  
To wit:                      } *pation*) make oath and say: That

I was personally present, and did see the within bill of sale by way of mortgage duly signed, sealed and executed by A. B., one of the parties thereto, and that the name G. H. set and subscribed as a witness to the execution thereof is of the proper handwriting of me this deponent and that the same was executed at the                      of                      in the said County of

Sworn before me at  
etc.

}

*A Commissioner, etc.*



## FORM 237.

*Affidavit of Bona Fides by Agent of Mortgagee when  
Taking a Mortgage.*

ONTARIO.	}	I, E. F., of the	of
County of		in the county of	
To wit :		make oath and say :	

1. I am the properly authorized agent of C. D., the mortgagee in the foregoing bill of sale by way of mortgage named, for the purposes of the said bill of sale by way of mortgage, and I am aware of all the circumstances connected therewith.

2. I have been properly authorized in writing to take such bill of sale by way of mortgage, and the paper writing marked "A," attached to the said bill of sale by way of mortgage is a true copy of my authority to take such mortgage.

3. That A. B., the mortgagor in the foregoing bill of sale by way of mortgage named, is justly and truly indebted to C. D., the mortgagee therein named, in the sum of            dollars, mentioned therein.

4. That the said bill of sale by way of mortgage was executed in good faith, and for the express purpose of securing the payment of the money so justly due, or accruing due, as aforesaid, and not for the purpose of protecting the goods and chattels mentioned in the said bill of sale by way of mortgage against the creditors of the said A. B., the mortgagor therein named, or of preventing the creditors of such mortgagor from obtaining payment of any claim against him the said A. B.

Sworn before me at, etc.

*A Commissioner, etc.*

## FORM 238.

*Authority to Agent to Take a Mortgage.*

KNOW ALL MEN BY THESE PRESENTS, that I, C. D., of the            of            in the county of            do hereby nominate, constitute, authorize, and appoint E. F., of the            of            in the county of            as my true and lawful agent and attorney for me, and in my name, and for my sole use and benefit, to take and receive from one A. B., of the            of            in the county of            a bill of sale by way of mortgage securing to me upon the goods, chattels and effects of the said A. B., the sum of            dollars payable : (*here set out the times of the payment of the mortgage*), and for all and every of the purposes aforesaid, I do hereby give and grant unto my said agent and attorney full power and authority to do, perform and execute all acts, deeds and matters necessary to be done and performed, and all proceedings to take necessary to be taken in and about the premises; I hereby ratifying, confirming and allowing, and hereby agreeing to ratify, confirm and allow all and whatsoever my said agent and attorney shall lawfully do or cause to be done by virtue hereof.

In witness whereof, etc.

Signed, sealed, etc.

## FORM 239.

*Chattel Mortgage, Securing a Mortgagee against his Liability as Endorser for a Mortgage.*

THIS INDENTURE made the            day of            in the year of our Lord one thousand eight hundred and

BETWEEN            (hereinafter called the Mortgagor ), of the first part ; and            (hereinafter called the Mortgagee ), of the second part ;

WHEREAS the said Mortgagee, at the request of the Mortgagor, and for his accommodation, has endorsed the promissory note of the said Mortgagor, for the sum of \_\_\_\_\_ dollars of lawful money of Canada, which said note is in the words and figures following, that is to say, *(an exact copy of the note or notes)*;

AND WHEREAS, in consideration thereof, the said Mortgagor has agreed to enter into these presents for the purpose of indemnifying and saving harmless the said Mortgagee of and from the payment of the said recited note, or any part thereof, or any notes hereafter to be endorsed by the said Mortgagee for the accommodation of the said Mortgagor, by way of renewal of the said recited note (so that, however, any such renewal shall not extend the time for payment of said recited note beyond the period of one year from the date hereof, nor increase the amount of the said liability beyond the amount of said interest accruing thereon), and against any loss that may be sustained by the Mortgagee by reason of such indorsement of said recited note or any renewal thereof.

NOW THIS INDENTURE WITNESSETH that the said Mortgagor for and in consideration of the premises and of the sum of one dollar of lawful money of Canada, to him

in hand well and truly paid by the said Mortgagee, at or before the sealing and delivery of these presents, (the receipt whereof is hereby acknowledged), doth grant, bargain, sell, and assign unto the said Mortgagee, his executors, administrators and assigns, all and singular the goods and chattels hereinafter particularly mentioned and described, that is to say :—

TO HAVE AND TO HOLD all and singular the goods and chattels hereinbefore granted, bargained, sold and assigned, or mentioned, or intended so to be, unto the said Mortgagee, his executors, administrators and assigns, to the only proper use and behoof of the said Mortgagee, his executors, administrators and assigns forever ; provided always, and these

presents are upon this condition, that if the said Mortgagor, his executors or administrators, do and shall well and truly pay, or cause to be paid, the said note so as aforesaid endorsed by the said Mortgagee at maturity, a copy of which said note is set out in the recital to this Indenture; and do and shall well and truly pay, or cause to be paid, all and every other note which may hereafter be endorsed by the said Mortgagee for the accommodation of the said Mortgagor by way of renewal of the said recited note in the said recital to this Indenture set forth, and indemnify, and save harmless the said Mortgagee, his heirs, executors and administrators, from all loss, costs, charges, damages or expenses, in respect of the said recited note or renewals, as hereinbefore set forth,

THEN THESE PRESENTS and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding; and the said Mortgagor for himself, his executors and administrators, shall and will warrant and forever defend by these Presents all and singular the said goods, chattels, and property unto the said Mortgagee, his executors, administrators, and assigns, against him the said Mortgagor, his executors, and administrators, and against all and every other person and persons whomsoever;

And the said Mortgagor doth hereby for himself, his executors and administrators, covenant, promise and agree, to and with the said Mortgagee, his executors, administrators and assigns, that the said Mortgagor, his executors or administrators, or some or one of them, shall and will well and truly pay, or cause to be paid, the said recited note in the above Recital and Proviso mentioned, and all future and other notes which the said Mortgagee shall hereafter endorse for the accommodation of the said Mortgagor as

aforesaid, and indemnify and save harmless the said Mortgagee, his heirs, executors and administrators, from all loss, costs, charges, damages, or expenses in respect thereof.

And also, that in case default shall be made in the payment of the said recited note or any such renewals as in the said Proviso mentioned, or the interest thereon, or any part thereof, or otherwise as aforesaid, or in case the said Mortgagor shall attempt to sell or dispose of, or in any way part with the possession of the said goods and chattels, or any of them, or remove the same, or any part thereof, out of the county of \_\_\_\_\_, without the consent of the said Mortgagee, his executors, administrators or assigns, to such sale, removal or disposal thereof first had and obtained in writing, or in case said Mortgagor shall not pay the taxes on said premises, or said goods, within seven days after the same has been lawfully demanded, or in case said Mortgagor shall not pay his rent for said premises six days at least before the same becomes due, then and in any of such cases all the moneys hereby secured shall become due and payable, and it shall and may be lawful for the said Mortgagee, his executors, administrators or assigns, with his or their servant or servants, and with such other assistant or assistants as he or or they may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever, where the said goods and chattels, or any part thereof, may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures, and places, for the purpose of taking possession of and removing the said goods and chattels; and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful for the said Mortgagee, his executors, administrators or assigns, and each or any of them, is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to him or them may seem meet; and from and

out of the proceeds of such sale in the first place to pay and reimburse himself or themselves all such sums and sum of money as may then be due by virtue of these Presents, on the said recited note or any future renewals thereof as aforesaid, and all such expenses as may have been incurred by the said Mortgagee, his executors, administrators, or assigns in consequence of the default, neglect or failure of the said Mortgagor, his executors, administrators or assigns, in payment of the said recited note, or any renewal thereof, as above mentioned, or in consequence of such sale, or removal or otherwise, as above mentioned, and in the next place to pay unto the said Mortgagor, his executors, administrators or assigns, all such surplus as may remain after such sale, and after payment of all such sum and sums of money and interest thereon, as he the said Mortgagee shall be called upon to pay by reason of endorsing the said promissory note in the said Recital and Proviso mentioned, or any future notes to be endorsed by the said Mortgagee for the said Mortgagor as aforesaid, at the time of such seizure, and after payment of the costs, charges and expenses incurred by such seizure and sale, or otherwise, as aforesaid; provided always, nevertheless, that it shall not be incumbent on the said Mortgagee, his executors, administrators and assigns, to sell and dispose of the said goods and chattels; but that in case of default in payment of the said recited note or renewals as aforesaid, it shall and may be lawful for the said Mortgagee, his executors, administrators and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels, without let, molestation, eviction, hindrance, or interruption of him the said Mortgagor, his executors, administrators or assigns, or any of them, or any other person or persons whomsoever; and the said Mortgagor doth hereby for himself, his heirs, executors and administrators, further covenant, promise and agree to and with the said Mortgagee, his executors, administrators and assigns, that in case the sum of money realized under any such sale as above

mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that he the said Mortgagor, his executors or administrators, shall and will forthwith pay, or cause to be paid unto the said Mortgagee, his executors, administrators and assigns, all such sum or sums of money, with interest thereon, as may then be remaining due upon or under the said promissory note or any renewals thereof; and the said Mortgagor doth put the said Mortgagee in full possession of the said goods and chattels by delivering to him these presents in the name of all the said goods and chattels at the sealing and delivery hereof.

And the said Mortgagor covenants with the said Mortgagee that he will during the continuance of this mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than        dollars, and will pay all premiums and moneys necessary for that purpose, three days at least before the same become due; and will on demand assign and deliver over to the said Mortgagee, his executors and administrators, the policy or policies of insurance and receipts thereto appertaining; provided, that if on default of payment of said premium or sums of money by the said Mortgagor, the said Mortgagee, his executors or administrators, shall pay the same; then such sum of money shall be added to the debt hereby secured, and shall bear interest at the same rate, from the day of such payment, and shall be repayable with the sum hereby secured.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 240.

*Affidavit of Bona Fides by the Mortgagee.*

ONTARIO:	}	I, C. D., of the        of        in the
County of		County of        the Mortgagee
To wit:		in the foregoing Bill of Sale by
way of mortgage named, make oath and say:		That such

mortgage truly sets forth the agreement entered into between me C. D. and the said Mortgagor therein named, and truly states the extent of the liability intended to be created by such agreement, and covered by such mortgage, and that the said Bill of Sale by way of mortgage was executed in good faith and for the express purpose of securing me the said Mortgagee therein named, against my endorsement of the said promissory note for        dollars for the said mortgage, or any renewals of the said recited promissory note as therein set out, and against the payment of the amount of such my liability for the said Mortgagor as therein set out, and not for the purpose of securing the goods and chattels mentioned therein against the creditors of the Mortgagor, nor to prevent such creditors from recovering any claims which they may have against such said Mortgagor.

Sworn before me, at, etc.

*A Commissioner, etc*

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FORM 242.

*Chattel Mortgage to Secure Future Advances.*

THIS INDENTURE made (in duplicate) the            day  
of            in the year of our Lord one thousand eight  
hundred and

Between            of the            of            in the  
County of            [hereinafter called the Mortgagor] of the  
first part; and            of the            of            in the County  
of            [hereinafter called the Mortgagee] of the second  
part.

Whereas the said Mortgagor has applied to the said  
Mortgagee for future advances in money, and for the pur-  
pose of enabling the Mortgagor to enter into and carry on  
business with such advances, the said Mortgagee has this  
day consented and agreed upon the agreement of the Mort-  
gagor to execute and deliver these presents as security to  
the Mortgagee for the repayment thereof, to advance to  
the said Mortgagor the sum of            dollars in three sums  
of            dollars cash, the first whereof is to be advanced  
to the Mortgagor in one month from the date of these  
presents; the second whereof in two months from the date  
of these presents; and the third whereof in three months  
from the date of these presents, and in consideration thereof,  
the said Mortgagor has this day agreed to execute these  
presents in order to secure the repayment of the said  
advances; it being understood and agreed between the  
parties, however, that the time of repayment thereof shall  
not be for a longer period than one year from the making  
of the agreement for such advances, which is the day of the  
date of these presents.

Now this indenture witnesseth that the Mortgagor, in  
pursuance of the said agreement, and for the consideration  
hereinbefore recited, and in consideration of the covenant  
of the Mortgagee in these presents contained and of the sum  
of one dollar hath granted, bargained, sold and assigned, and

by these presents doth grant, bargain, sell and assign unto the Mortgagee, his executors, administrators and assigns, all and singular, the goods, chattels, personal property and effects, particularly mentioned and described in the schedule hereunto annexed marked "A.," TO HAVE AND TO HOLD, all and singular, the said goods, chattels, personal property and effects hereinbefore granted, bargained, sold and assigned or mentioned, or intended so to be, unto the Mortgagee, his executors, administrators and assigns, to the sole and proper use and behoof of the Mortgagee, his executors, administrators and assigns for ever; provided always, and these presents are upon this condition, that if the Mortgagor, his executors or administrators do and shall well and truly pay or cause to be paid unto the said Mortgagee, his executors, administrators or assigns the full sum of                    dollars at the end or expiration of ten months from the day of the date of these presents, with interest at the rate of                    per centum per annum from the date of the several advances, so to be made as aforesaid, on such advances, and do and shall well and truly save harmless the said Mortgagee of and from all loss and damage by reason of these presents.

Then these presents, and every matter and thing herein contained, shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding. And the Mortgagor, for himself, his executors and administrators shall and will warrant and for ever defend by these presents all and singular the said goods, chattels and property unto the Mortgagee, his executors, administrators and assigns, against him the Mortgagor, his executors and administrators, and against all and every other person and persons whomsoever; And the Mortgagor doth hereby for himself, his executors and administrators, covenant, promise and agree to and with the Mortgagee, his executors, administrators and assigns, that he, the said Mortgagor, his executors or administrators, or some or one of them, will well and truly pay or cause to

be paid unto the said Mortgagee, his executors, administrators or assigns the said sum of            dollars, in the above proviso mentioned, with interest as aforesaid, on the day and time and in the manner above limited for the payment thereof. And in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or the interest thereon, or any part thereof, or in case the Mortgagor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same, or any part thereof, out of the county of            without the consent of the Mortgagee, his executors, administrators or assigns, to such sale, removal or disposal thereof, first had and obtained in writing, or in case the said Mortgagor shall suffer, allow or permit a judgment to be obtained against him for a debt in any Court of Law or Equity, or shall suffer, allow or permit any taxes, rates, duties or assessments whatsoever, for which he now is or hereafter during the currency of these presents may be assessed, to remain unpaid or unsatisfied for a period of seven days after demand made therefor by the proper officer in that behalf, or in case the Mortgagor shall fail in paying his rent arising out of the premises upon which the said goods now are or hereafter may be during the continuance of these presents, six days at least before the same becomes due, or in case default shall be made in the performance of any of the covenants by the Mortgagor in these presents contained, then and in such case it shall and may be lawful for the said Mortgagee, his executors, administrators or assigns, with his or their servant or servants, and with such other assistant or assistants as he or they may require at any time during the day to enter into and upon any lands and tenements, houses and premises where-soever and whatsoever, where the said goods and chattels, or any part thereof, may be, and for such persons to break and force open any door, locks, bolts, bars, fastenings, hinges, gates, fences, houses, buildings, enclosures and places, for

the purpose of taking possession of and removing the said goods and chattels ; and upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the Mortgagee, his executors, administrators or assigns, and each or any of them is and are hereby authorized and empowered to sell the said goods and chattels, or any of them, or any part thereof, at public auction or private sale, as to him, them or any of them may seem meet, and from and out of the proceeds of such sale in the first place to pay and reimburse himself or themselves all such sum and sums of money as may then be due by virtue of these presents, and all such expenses as may have been incurred by the Mortgagee, his executors, administrators or assigns, in consequence of the default, neglect or failure of the Mortgagor, his executors, administrators or assigns, in payment of the said sum of money with interest thereon as above mentioned, or in consequence of such sale or removal as above mentioned ; and in the next place to pay unto the Mortgagor, his executors or administrators and assigns, all such surplus as may remain after such sale, and after payment of all such sum and sums of money and interest thereon as may be due by virtue of these presents at the time of such seizure, and after payment of the costs and charges and expenses incurred by such seizure and sale as aforesaid ;

PROVIDED, that the mortgagee, his executors, administrators or assigns may, in default of payment of any of the payments of interest or instalments hereinbefore mentioned, or any part thereof, distrain for the whole principal sum then unpaid.

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the mortgagee, his executors, administrators or assigns, to sell and dispose of the said goods and chattels, but that in case of default of payment of the said sum of money with interest thereon as aforesaid, it shall and may be lawful for the mortgagee, his executors, adminis-

trators or assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance or interruption of him, the said mortgagor, his executors, administrators or assigns, or any of them, or any other person or persons whomsoever :

And the mortgagor doth hereby further covenant, promise and agree, to and with the mortgagee, his executors, administrators and assigns, that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the mortgagor, his executors or administrators, shall and will forthwith pay or cause to be paid unto the mortgagee, his executors, administrators or assigns, all such sum and sums of money, with interest thereon, as may then be remaining due, as well also as all costs and expenses as may have been incurred by the mortgagee in and about such seizure and sale.

And the mortgagor doth put the mortgagee in full possession of the said goods and chattels, by delivering to him these presents in the name of all the said goods and chattels, at the sealing and delivery hereof :

And the mortgagor further covenants with the mortgagee that he will, during the continuance of this mortgage, and any and every renewal thereof, insure the chattels and property hereinbefore mentioned, against loss or damage by fire, in some insurance office authorized to transact business in Canada, in the sum of not less than dollars, and will pay all premiums and moneys necessary for that purpose three days at least before the same become due, and will, on demand, assign and deliver over to the said mortgagee, his executors and administrators, the policy or policies of insurance and receipts thereto appertaining: Provided, that if on default of payment of said premiums or sums of money by the mortgagor, in manner and at the times aforesaid, the mortgagee, his executors or adminis-

trators may pay the same, and such sums of money shall be added to the debt hereby secured (and shall bear interest at the same rate from the date of such payment), and shall be repayable with the principal sum hereby secured.

And in consideration of the execution of these presents the said mortgagee covenants for himself, his executors, administrators and assigns with the mortgagor, his executors, administrators or assigns that he, the mortgagee, his executors, administrators and assigns will faithfully advance the said sum of                      dollars to the said mortgagor in manner and at times hereinbefore specified.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 243.

*Affidavit of bona fides by Mortgagee.*

ONTARIO,  
County of                      }

To wit:                      I, C. D., of the                      of  
in the                      , the mortgagee in the foregoing bill of sale  
by way of mortgage named, make oath and say :

That the foregoing mortgage truly sets forth the agreement entered into between myself and                      therein named, and truly states the extent of the liability intended to be created by such agreement, and covered by the foregoing mortgage.

That the foregoing mortgage is executed in good faith, and for the express purpose of securing me, the said mortgagee, in the repayment of the said advances which I have agreed to make to the said mortgagor, as in this mortgage set out.

That the foregoing mortgage is not executed for the purpose of securing the goods and chattels mentioned in

the Schedule attached hereto marked A. against the creditors of the said , nor to prevent such creditors from recovering any claim which they may have against the said

[For form of affidavit of execution, see Form No. 236, *ante*.]

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FORM 244.

*Assignment of Chattel Mortgage.*

THIS INDENTURE, made the                      day of  
one thousand eight hundred and                      BETWEEN  
of the                      of                      in the county of                      ,  
hereinafter called the assignor of the first part  
and                      of the                      of                      in the county  
of                      , hereinafter called the assignee of the second  
part

WHEREAS, by a certain chattel mortgage dated on the  
day of                      , one thousand eight hundred  
and                      , and duly filed in the office of the clerk of  
the county court of the county of                      one  
did grant and mortgage the goods and chattels therein  
mentioned unto the said assignor                      executors,  
administrators and assigns for securing the payment of  
dollars and interest thereon at the rate of  
per cent. per annum in manner following, that is to say:

And whereas there is now owing upon the said mortgage the sum of                      dollars and interest thereon at the rate aforesaid from the                      day of

And whereas for the consideration hereinafter mentioned, it is intended to assign, transfer and set over the said                      in part recited mortgage to the said assignee together with all moneys due, or to become due thereon; and to also grant the goods and chattels therein contained and hereinafter set out to the said assignee; and these presents are intended to carry out such intention.

NOW THIS INDENTURE WITNESSETH, that in consideration of                   dollars of lawful money of Canada now paid by the said assignee to the said assignor (the receipt whereof is hereby acknowledged), the said assignor do hereby assign and set over unto the said assignee executors, administrators and assigns all that the said hereinbefore in part recited mortgage, and also the said sum of                   dollars and the interest thereon now owing as aforesaid, together with all moneys that may hereafter become due or owing in respect of the said mortgage and the full benefit of all powers and of all covenants and provisoes contained in said mortgage, and the said assignor do hereby grant, bargain, sell and assign unto the said assignee                   executors, administrators and assigns, all and singular the said goods and chattels therein and hereinafter more particularly mentioned and described, that is to say :

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, or otherwise howsoever of him the said assignor of, in, to and out of the same and every part thereof.

To have and to hold the said hereinbefore recited mortgage and the moneys secured thereby, and also the said goods and chattels and every of them with their appurtenances unto the said assignee                   executors, administrators and assigns absolutely ; Subject to the proviso for redemption contained in the said mortgage.

And the said assignor for                   self, h                   executors and administrators, do                   hereby covenant with the said assignee,                   executors, administrators and assigns, that the said sum of                   dollars and interest thereon at the rate aforesaid from the                   day of                   is now justly due, owing and unpaid upon, and by virtue of the said mortgage, and that he ha                   nct done or permitted any act, matter or thing whereby the said mortgage has been released or discharged, or the said goods and chattels in any wise encumbered, or whereby the said goods and



chattels, or any of them, have been or may be removed from the said        and that        executors and administrators will upon the request and at the cost of the said assignee,        executors, administrators and assigns, do perform and execute every act necessary for further assuring the said mortgage and money, goods and chattels, and for enforcing the performance of the covenants and other matters contained in the said mortgage.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 245.

*Affidavit of Execution of the Foregoing Assignment.*

ONTARIO:        } I,        , of the  
County of        } of        , in the County of  
To wit:        } , make oath and say:

That I was personally present and did see the foregoing assignment of chattel mortgage duly signed, sealed and executed by        the parties thereto; and that I this deponent am a subscribing witness to the same; and that the name        set and subscribed as a witness to the execution thereof, is of the proper handwriting of me this deponent and that the same was executed at the  
of        , in the county of

Sworn before me, etc.

*A Commissioner, etc.*

## FORM 246.

*Affidavit of bona fides by Assignee of Chattel Mortgage*

ONTARIO: } I, \_\_\_\_\_, of the  
 County of \_\_\_\_\_ } of \_\_\_\_\_, in the County of \_\_\_\_\_  
 To wit: }

the assignee in the foregoing assignment of chattel mortgage named, make oath and say: that the sale therein made is *bona fide*, and for good consideration, namely: in consideration of the sum of \_\_\_\_\_ dollars, as set forth in the said assignment, and is not for the purpose of holding or enabling me this deponent to hold the goods mentioned therein against the creditors of \_\_\_\_\_ therein named.

Sworn before me, etc.

*A Commissioner, etc.*

## FORM 247.

*Statement on Renewal of Chattel Mortgage.*

(57 VIC. C. 37, SCHEDULE B.)

Statement exhibiting the interest of C. D., of \_\_\_\_\_ in the property mentioned in a chattel mortgage, dated the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, made between A. B., of the \_\_\_\_\_ of \_\_\_\_\_, in the county of \_\_\_\_\_, of the one part, and C. D., of the \_\_\_\_\_ of \_\_\_\_\_, in the county of \_\_\_\_\_, of the other part, and filed in the office of the clerk of the \_\_\_\_\_ court of the \_\_\_\_\_ of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, and of the amount due for principal and interest thereon and of all payments made on account thereof.

The said C. D. is still the mortgagee of the said property and has not assigned the said mortgage (or the said E. F. is the assignee of the said mortgage by virtue of an assignment thereof from the said C. D. to him, dated the day of \_\_\_\_\_ 18\_\_\_\_), (or as the case may be).

No payments have been made on account of the said mortgage, (or the following payments and no other have been made on account of the said mortgage.

1892, Jan. 1, cash received \$100.)

The amount still due for principal and interest on the said mortgage is the sum of                      dollars, computed as follows :

		(Computation.)			
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FORM 248.

*Authority to an Agent to renew a Mortgage.*

KNOW ALL MEN BY THESE PRESENTS, that I, C. D., of the                      of                      , in the county of                      do hereby nominate, constitute, authorize and appoint E. F., of the                      of                      , in the county of                      , as my true and lawful agent and attorney, for me and in my name, and for my sole use and benefit, to renew a certain chattel mortgage to me from one A. B., of the                      of                      , in the county of                      , securing to me on certain goods and chattels the sum of                      , which said mortgage bears date the                      day of                      , A.D. 18                      , and was filed in the office of the clerk of the county court of the county of                      , on the                      day of                      , A.D. 18                      , at the hour of                      o'clock in the noon. And for all and every of the purposes aforesaid, I do hereby give and grant unto my said agent and attorney full power and authority to do, perform and execute all acts, deeds, matters and things necessary to be done and performed, and all proceedings to take, necessary to be

taken in and about the premises, I hereby ratifying, confirming and allowing, and hereby agreeing to ratify, confirm and allow all and whatsoever my said agent and attorney shall lawfully do or cause to be done by virtue hereof.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 249.

*General Authority to take and Renew Mortgages.*

KNOW ALL MEN BY THESE PRESENTS, that I, C. D., of the  
of , in the county of , do hereby  
nominate, constitute, authorize and appoint E. F., of the  
of in the county of , as my  
true and lawful agent and attorney for me and in my  
name, and for my sole use and benefit, to take and renew  
all and any bills of sale by way of chattel mortgage,  
necessary to be taken and renewed for me and on my  
behalf, from any person or persons whomsoever as I myself  
could do, and for all and every of the purposes aforesaid,  
I hereby give and grant unto my said agent and attorney  
full power and authority to do, perform, and execute all  
acts, deeds and matters necessary to be done and performed,  
and all proceedings to take necessary to be taken in and  
about the premises, I hereby ratifying, confirming and  
allowing, and hereby agreeing to ratify, confirm and allow  
all and whatsoever my said agent and attorney shall law-  
fully do or cause to be done by virtue hereof.

In witness whereof, etc.,

Signed, sealed, etc.

N.B.—*The above authority may be changed so as to  
provide for the case of a conveyance under the Act.*

FORM 250.

*Affidavit to Accompany Statement of Renewal.*

ONTARIO: }  
 County of } I, C. D., of the of  
 To wit: } in the County of

Mortgagee in the chattel mortgage mentioned in foregoing (or annexed) statement [or assignee of the mortgage named in the chattel mortgage mentioned in the foregoing (or annexed) statement (*as the case may be*)], make oath and say :

1. That the foregoing (or annexed) statement is true.
2. That the chattel mortgage mentioned in the said statement has not been kept on foot for any fraudulent purpose.

Sworn before me, etc.

*A Commissioner, etc.*

FORM 251.

*Discharge of Chattel Mortgage.*

To the clerk of the County Court of the county of I, C. D., of the of in the county of , do certify that A. B., of the of in the county of has satisfied all money due on, or to grow due on, a certain chattel mortgage made by to , which mortgage bears date the day of , A.D. 18 , and was registered (*or in case the mortgage has been renewed, was re-registered*) in the office of the clerk of the of the of on the day of A.D. 18 , as No. (*here mention the day and date of registration of each assign-*

ment thereof, and the names of the parties, or mention that such mortgage has not been assigned, as the fact may be), and that I am the person entitled by law to receive the money, and that such mortgage is therefore discharged. Witness my hand this                      day of                      A.D. 18 .

One Witness stating  
    Occupation, } C. D.  
    Residence. }

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FORM 252.

*Affidavit of Execution of a Discharge.*

ONTARIO :                      } I, E. F., of the                      of  
 County of                      }                      in the County of  
    To wit:                      } make oath and say :

1. That I was personally present and did see the within certificate of discharge of chattel mortgage duly signed and executed by C. D., one of the parties thereto.
2. That the said certificate was so executed at the .
3. That I know the said .
4. That I am a subscribing witness to the said certificate.

Sworn before me, etc.,

*A Commissioner, etc.*

57 Vic. c. 37, Schedule A.]

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FORM 255.

*Warrant under Chattel Mortgage.*

To    }  
 my bailiff in this behalf                      }

You are hereby authorized and required to seize and take all the goods and chattels mentioned in the mortgage, a                      whereof is hereunto annexed, wherever the same

may be found and the same to sell and dispose of as provided by the said mortgage so as to realize the sum of  
 now due and owing to by virtue of the  
 provisions therein contained, and the said sum, or so much thereof as may be realized, to pay over to , executors, administrators or assigns, and proceed thereupon to obtain possession of such goods and chattels and for the recovery of the last mentioned sum as the law directs, and the said indenture permits, and for your so doing, this shall be your sufficient warrant and authority.

Witness hand and seal this day of ,  
 18 .

---

FORM 254.

*Notice to a Mortgagor by an Assignee of the Mortgage of the Assignment.*

To Mr.

Take notice that I have this day become the purchaser and assignee for value of that certain chattel mortgage made and executed by you to , of the of , in the county of , whereby you secured to the said the goods and chattels therein mentioned, the sum of dollars, payable as therein set out, and which said mortgage was duly registered in pursuance of the Statute in that behalf, on the day of , A.D. 18 , as No. , in the office of the clerk of the county court of the county of ; and further take notice, that all sums of money now unpaid, due, or accruing due, on account of said mortgage, are hereafter to be paid by you to me as such purchaser and assignee, and to no one else. And I am the person with whom all further dealings of any nature whatsoever are to be had of and concerning the said mortgage.

Dated at , this day of , 18 .

Witness

C. D.

## FORM 241.

*Chattel Mortgage—N. W. T.*

(ORDINANCE No. 8 OF 1895.)

This indenture, made the            day of            A.D.  
18   between A. B., of            of the one part, and  
C. D.,            of            of the other part, witnesseth:

That in consideration of the sum of \$            now paid to A. B. by C. D., the receipt of which the said A. B. hereby acknowledges (*or whatever else the consideration may be*), he, the said A. B., doth hereby assign to the said C. D., his executors, administrators and assigns, all and singular the several chattels and things specifically described as follows (*or in the schedule hereto annexed*) by way of security for the payment of the sum of \$            and interest thereon at the rate of            per cent. per annum (*or whatever else may be the rate*); and the said A. B. doth further agree and declare that he will duly pay to the said C. D. the principal sum aforesaid, together with the interest then due, on the            day of            A.D. 18            And the said A. B. doth agree with the said C. D. that he will (*here insert terms as to insurance, payment of rent, collateral securities or otherwise, which the parties may agree to for the maintenance or defeasance of the security*).

Provided always, that the chattels hereby assigned shall not be liable to seizure, or to be taken possession of by the said C. D. for any cause other than those specified in section 22 of the Bills of Sale Ordinance, except as is otherwise specially provided herein.

In witness whereof the said A. D. has hereunto set his hand and seal. Signed and sealed by the said A. B. in the presence of me, E. F. (*add name, address and occupation of witness*).

(N.B.—Form of discharge same as Ontario form. See No. —).



## FORM 252a.

*Discharge of Chattel Mortgage—Manitoba.*

(R. S. M. c. 10.)]

To the Clerk of the County Court of

I, A. B., of                      do certify that C. D., of                      has satisfied all money (*or* the sum of                      dollars on account of the amount) due or to grow due on a certain chattel mortgage made by him (*or* by one E. F., as the case may be), to me (*or* to one G. H., and duly assigned to me), which mortgage bears date the                      day of                      18                      and was filed (*or*, in case the mortgage has been renewed under the seventh section of this Act, or the corresponding provision of the Chattel Mortgage Act, was re-filed) in the office of the Clerk of the County Court of the County of                      on the                      day of                      as No.                      (*here* mention the date of filing each assignment, again naming the parties if more than one assignment, or mention that such mortgage has not been assigned or further assigned, as the case may be), and that I am the person entitled by law to receive the money, and that such mortgage is therefore discharged (*or*, and that describing the chattel or chattels to be released), the goods and chattels mentioned in such mortgage, is or are hereby released.

## CHARTER PARTY.

FORM 255.

*Charter Party.*

This Charter party, made and concluded upon at  
 on the            day of            in the year 18   , between  
                   of            owner of the ship or vessel called "The  
                   " of            of the burthen            tons or there-  
 abouts, register measurement, now lying in the harbour of  
                  , of the first part, and            of            merchant,  
 of the second part, witnesseth: That the said party of the  
 first part, for and in consideration of the covenants and  
 agreements hereinafter mentioned, to be kept and per-  
 formed by the said party of the second part, doth covenant  
 and agree on the freighting and chartering of the said  
 vessel unto the said party of the second part for a voyage  
 from the port of            to            on the terms following,  
 that is to say:—

The said party of the first part doth engage that the  
 said vessel in and during the said voyage shall be kept  
 tight, staunch, well-fitted, tackled, and provided with every  
 requisite, and with men and provisions necessary for such  
 a voyage.

The said party of the first part doth further engage that  
 the whole of said vessel (with the exception of the cabin  
 and the necessary room for the accommodation of the  
 crew and the stowage of the sails, cables and provisions)  
 shall be at the sole use and disposal of the said party of the  
 second part during the voyage aforesaid; and that no goods  
 or merchandise whatever shall be laden on board otherwise  
 than from the said party of the second part, or his agent,

without his consent, on pain of forfeiture of the amount of freight agreed upon for the same.

The said party of the first part doth further engage to take and receive on board the said vessel during the aforesaid voyage all such lawful goods and merchandise as the said party of the second part, or his agents, may think proper to ship.

And the said party of the second part, for and in consideration of the covenants and agreements to be kept and performed by the said party of the first part, doth covenant and agree with the said party of the first part to charter and hire the said vessel as aforesaid on the terms following, that is to say :—

The said party of the second part doth engage to provide and furnish to the said vessel a full and complete cargo of

The said party of the second part doth further engage to pay to the said party of the first part, or his agent, for the charter or freight of the said vessel during the voyage aforesaid, in manner following, that is to say :  
dollars per tons of twenty-two hundred and forty pounds weight delivered, payable in cash upon proper delivery of said cargo at its place of destination.

It is further agreed between the parties to this instrument that the said party of the second part shall be allowed for the loading and discharging of the vessel at the respective ports aforesaid, lay days as follows, that is to say :

lay days shall be allowed for loading, such time to be computed from the time of the said vessel settling in her proper berth, being duly reported there, ready to receive her cargo ; and in case the vessel is longer detained, the said party of the second part agrees to pay to the said party of the first part demurrage at the rate of  
dollars per day, day by day, for every day so detained, provided such detention shall happen by default of the said party of the second part, or his agent.

It is also further agreed that the cargo or cargoes shall be received and delivered alongside within reach of the vessel's tackles at the ports of loading and discharging, lighterage, if any, to be paid by the party of the first part. The damages of the seas and navigation of every nature and kind always mutually excepted.

To the true performance of all and every of the foregoing covenants and agreements the said parties each to the other do hereby bind themselves, their heirs, executors, administrators and assigns, (especially the said party of the first part, the said vessel, her freight, tackle, and appurtenances; and the said party of the second part, the said merchandise to be laden on board) each to the other, in the penal sum of                      dollars.

In witness whereof the said parties have hereunto interchangeably set their hands the day and year first above written.

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## CONDITIONAL SALES OF CHATTELS

(Vide 51 V. c. 19.)

## FORM 256.

*Agreement for the Purchase of a Sewing Machine on the Lease System.*

I, the undersigned, \_\_\_\_\_, of \_\_\_\_\_, residing at number \_\_\_\_\_, on \_\_\_\_\_ street, in said town, hereby hire of \_\_\_\_\_ & Co., of \_\_\_\_\_, a sewing machine (*description*) upon the terms and conditions following:

On the sum of \_\_\_\_\_ dollars being paid to \_\_\_\_\_ & Co., in \_\_\_\_\_ instalments of \_\_\_\_\_ dollars each, the first instalment to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ next, and each subsequent instalment at the expiration of each succeeding \_\_\_\_\_ months, the said sewing machine shall without further payment belong to me, the undersigned.

In case of default in the punctual payment of any instalment, or in case the said sewing machine shall be removed from my said residence without the consent in writing of said \_\_\_\_\_ & Co., or in case I shall become bankrupt, or shall compromise with my creditors, or shall assign, mortgage, or part with the possession of the said sewing machine or in case said sewing machine shall be seized or attached as my property, the instalments previously paid shall be forfeited to said \_\_\_\_\_ & Co., who shall thereupon be entitled to resume possession of the said sewing machine, the understanding being that, until full payment of the said sum of \_\_\_\_\_ dollars, the said sewing machine shall remain the sole and absolute property of \_\_\_\_\_ & Co., and is only lent on hire to the undersigned, who will take all reasonable care of it during the hiring, and in case of damage by fire, or otherwise will bear the loss or risk.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 18 .

## FORM 257.

*Agreement for Rent of Article with Privilege of Purchase.*

This is to certify that I have this day hired from  
and said has leased to me, for the term of six  
months, with the privilege of further retaining as long  
as the rent is promptly paid, a [cabinet organ, style  
No. ], valued at dollars; for the use of  
which I agree to pay to the said dollars per  
month, payable monthly in advance, and at that rate for  
any fraction of a month, at the office of said .

And in consideration of the renting to me of said  
instrument, I hereby agree that it shall be kept at, and  
not be removed from, my premises, viz. : without  
the consent of the said first had in writing;  
I agree to preserve it carefully, and that when returned to,  
or otherwise repossessed by said , it shall be in as good  
order as when received by me, ordinary wear from careful  
use excepted.

In case of any damage to said instrument by fire,  
water, or any cause other than careful use, I agree to pay  
to said the amount of said damages; and in case  
of the destruction thereof from any cause, to pay the above  
valuation, less any amount of rent which may have been  
paid.

Provided however, and these presents are upon the con-  
dition that, if I shall fail to perform any of my agree-  
ments, as herein provided, said shall have the  
right, without further notice or demand, to take posses-  
sion of said organ and remove the same, and for that pur-  
pose to enter any place of mine where said has  
reasonable cause to believe said organ to be, without being  
deemed to have done anything wrongful, and, upon such  
taking, said term and my right to hold or use said organ,

shall cease, but without prejudice to the right of said

for arrears of rent, if any, or on account of preceding breach of agreement.

*Address.*

*(Signed.)*

I hereby agree that if said continue to hold said organ and pay rent therefor, on or before the day it is due, as herein provided, until payments have been made, amounting to the valuation aforesaid, said organ shall become the property of said, but, until the completion, as aforesaid, of said payments, said organ shall remain the property of said.

For the time any payment is made before it is due, a deduction will be made at the rate of per cent. per annum for such time.

*(Signed.)*

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FORM 258.

*Hire Receipt with right of Purchase.*

Received from (vendor) (description of chattel) on hire for months at dollars per month, payable in advance, the said above described chattel being valued at dollars, which sum agree to pay in the event of the said instrument being injured, destroyed by fire or otherwise, or not being returned to the said on demand, free of expense, in good order, reasonable wear excepted. And I agree that the said instrument shall not be removed from the premises now occupied by me at without notice to and the consent of.

It is agreed that I may purchase the said above described chattel for the sum of dollars payable as follows: , and interest on the unpaid principal

at                    per centum per annum from date of agreement, but until the whole of the said purchase money be paid the said instrument                    shall remain the property of                    on hire by me. And in default of the punctual payment of any instalment of the said purchase money, or of the said monthly rental in advance,                    may resume possession of the said instrument                    without any previous demand, although a part of the purchase money may have been paid, or a note or acceptance given by me on account thereof. This agreement for sale being conditional, and punctual payment being essential to it: but in the event of the said instrument                    being so returned to them in good order, any sum received on account of the purchase money, beyond the amount due for rent, and any expenses incurred in reference to the said instrument, will be repaid. On payment in full of purchase money and interest no rent or hire will be charged.

Dated at                    this                    day of                    18 .

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FORM 259.

*Release of right of Distress by Landlord upon Chattels  
Purchased by way of Hire Receipt.*

I,                    the landlord of the house and premises rented by                    , hereby release all claim and right of distress for rent now due, or which hereafter may become due for the same, upon that certain instrument mentioned in an agreement bearing date the                    day of 18 , hired by the said                    from                    .

Dated the                    day of                    A.D. 18 .

Witness, .



FORM 260.

*Rent Agreement without Condition of Purchase: Lessors  
Assume Risk of Loss by Fire.*

Received from                      on hire for                      months at  
                    dollars per                      payable                      in advance.  
The value of the said                      is                      dollars, for which  
sum I will be responsible, in case of any accident other  
than fire, that may damage or destroy the said                      ;  
and I further bind myself to return the same, free of  
expense, in like good order as when received, reasonable  
wear excepted. And should the above period be extended  
this agreement shall continue to be binding.

Dated at                      this                      day of                      , 18

Witness.

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FORM 261.

*The Same: Lessees Assume Risk of Loss by Fire.*

Received from                      on hire for                      months  
at                      dollars per                      payable                      in advance.  
The value of the said                      is                      dollars, for which  
sum I will be responsible in case of fire or any other  
accident that may damage or destroy the said                      ;  
and I further bind myself to return the same, free of  
expense, in like good order as when received, reasonable  
wear excepted. And should the above period be extended  
this agreement shall continue to be binding.

Dated at                      this                      day of                      18 .

Witness.

## FORM 262.

*Promissory Note given for Property the Title wherein is Retained by the Payee.*

\$ \_\_\_\_\_, 18 .

On the first day of \_\_\_\_\_ 18 , for value received, I  
promise to pay to \_\_\_\_\_ or order, at his office in  
Ontario, the sum of \_\_\_\_\_ dollars.

The title and right to the possession of the property for  
which this note is given shall remain in \_\_\_\_\_ until  
paid.

Witness.

## FORM 263.

*Another Form.*

\$ \_\_\_\_\_ Ont., 18 .

On or before the first day of \_\_\_\_\_ 18 , I promise  
to pay to \_\_\_\_\_ or order, at his office in \_\_\_\_\_ the sum  
of \_\_\_\_\_ dollars, for value received, with interest at the  
rate of \_\_\_\_\_ per cent. per annum until paid.

The express condition of the sale and purchase of the  
machine for which this note is given, is such that the title  
or ownership thereof does not pass from the said  
until this note, or notes, given in renewal thereof is paid  
with interest; and should I sell or dispose of my property,  
he may declare this note due and payable, even before  
maturity of the same, and suit may be entered, tried and  
finally disposed of in the court where the office of  
is located, and he may retake possession of the machine,  
without process of law, and sell the said machine at public  
or private sale, the proceeds thereof to be applied upon the  
amount unpaid of the purchase price.

Witness.

## FORM 264.

*Receipt to be given by Conditional Vendee of Hire Receipt,  
etc., under section 8 of the Act.*

Ont., 18 .

I acknowledge to have received on the above date a true and correct copy of the receipt note, the hire receipt, order or sale note, (*as the case may be*) by which a lien on that certain property (*describe property*) conditionally sold to me, on the            day of            18 , has been retained by (*here insert name of vendors*).

(*Signature of vendee.*)

## FORM 265.

*Application under section 2 by Intending Purchaser of  
Manufactured Articles.*

To            of

Sir,—I, (*name in full*) am a proposed purchaser of (*or*) interested in the following manufactured chattel, namely: (*description*) now in possession of (*name and description of person in whose possession the chattel is*).

I request full information respecting the amount due, or the balance due or unpaid to you, if anything, on said manufactured chattel, and the terms of payment of such or balance.

My name is (*name in full*) and my post office address to which a reply may be sent is

Dated at            this            day of            18

## FORM 266.

*Answer to Foregoing Application.*

To                      of

Sir,—The amount due, (*or*) the balance due, (*or*) the amount unpaid, (*or*) the balance unpaid on that certain manufactured chattel referred to by you in your application for information dated the                      day of 18   and received by the undersigned on the                      day of 18   is the sum of \$                      . The terms of payment of such amount, (*or*) balance are as follows:—

This statement is mailed to you at the above address and registered.

Dated at                      this                      day of                      18

(Manufacturer).

## FORM 267.

*Form of Notice of Sale under Section 8.*

To                      of                      :

Sir,—Notice is hereby given you, that at the expiration of five days from the day of service of this notice upon you, to wit: upon                      day of                      18   , I shall proceed to sell the following goods or chattels, namely: (*description*) at                      in the                      of                      in the county of                      . The said goods and chattels were taken possession of by me on account of the breach of condition in the conditional sale, or promise of sale thereof, by me to you. If you desire to redeem the said goods or chattels you are at liberty to do so, at any time within twenty days after the                      day of                      (the day of taking possession), on payment of the sum of \$                      , being the amount in arrear on such conditional sale, together with interest and actual costs and expenses of taking possession, which have been incurred.

Dated this                      day of                      18   .

FORM 267a.

*Certificate of Discharge of Lien Agreement.*

To the Registrar of the County of

County of                    } I,                    of the                    in the County  
           To wit:                } of                    ( addition ) do hereby  
 certify that                of the                    of                    in the County  
 of                    ( addition ) has satisfied all money due,  
 or to grow due, on ( or has satisfied the sum of \$  
 mentioned in ) a certain instrument made of  
 of                    to                    which instrument bears date  
 the                    day of                    A.D. 18   and was regi-  
 stered in the Registry Office for the County of                    on  
 the                    day of                    A.D. 18   at                    minutes past  
 o'clock   noon, liber                    folio                    as No.   ( here  
 mention the day and date of each assignment thereof,  
 and the names of the parties, or mention that such in-  
 strument has not been assigned, as the fact may be ), and  
 that I am the person entitled by law to receive the  
 money, and that such instrument ( or such sum of money  
 as aforesaid, or such part of the lands as is here-  
 in particularly described, that is to say:                    ) is  
 therefore discharged.

Witness my hand this                    day of                    A.D. 18

One witness.

( Affidavit of execution same as in discharge of  
 mortgage ).

## FORM 267b.

*Disclaimer by Trustee of the Trusts of a Settlement.*

To all to whom these presents shall come, I, \_\_\_\_\_, of \_\_\_\_\_, send greeting. Whereas by an indenture dated the \_\_\_\_\_ day of \_\_\_\_\_, made between, etc., in consideration of a marriage then intended and since solemnized between \_\_\_\_\_ and \_\_\_\_\_, I, the said \_\_\_\_\_, was named as one of the trustees to whom certain lands, tenements, and hereditaments were expressed to be conveyed upon the trusts therein declared; and whereas I, the said \_\_\_\_\_, have not executed the said recited indenture, nor in any way acted in the execution of the trusts, but have refused to act as a trustee: Now these presents witness that I, the said \_\_\_\_\_, do disclaim and renounce all the said lands, tenements, hereditaments, and premises by the said indenture granted or otherwise assumed, and all the estate, right, title, interest, inheritance, uses, trusts, powers, and authorities, whatsoever by the said indenture expressed to be conveyed and declared, or which I, the said \_\_\_\_\_, could or might jointly with the other trustee of the settlement, or otherwise, have, hold, take, exercise, or perform, under or by virtue of the said indenture.

In witness, etc.

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## CONDITIONS OF SALE OF LAND.

## FORM 268.

*Ordinary Form.*

1. The highest bidder shall be declared the purchaser; and if any dispute shall arise as to the last or best bidder, the property shall be immediately put up again at the former bidding.

2. No person shall advance at any one bidding less than        dollars, or retract his or her bidding, and the vendors, by themselves or their agent, shall be at liberty to bid once for the property.

3. The purchaser shall pay, immediately after the sale, to the vendor's solicitor, a deposit of        per cent. in part of the purchase money and sign an agreement for the payment of the remainder on or before the        day of       , 18     . The premises will be sold subject to all defects or imperfections of title        subsisting before the commencement of the        title of the present vendors, and not occasioned by any act done by them or any person claiming under or in trust for them (and subject also to the several mortgages outstanding appearing on the certificate of the registrar of the county of        which will be produced at the time of the sale.)

4. The purchaser shall accept a conveyance from the vendors, to be prepared at his own expense, on payment of the remainder of the purchase money; and possession will be given on completion of the purchase; from which time the purchaser shall be entitled to the rents and profits. But if, from any cause, the remainder of the purchase

money shall not be paid on the                      day of                      , 18                      , the purchaser shall pay interest for the same at the rate of                      per cent. from that day to the day of payment, but, nevertheless, this stipulation to be without prejudice to the vendor's right to insist on the performance of this last condition.

5. If any mistake be made in the description of the property, or there be any other error in the particulars of sale, the same shall not annul the sale, but a compensation or equivalent shall be given, or taken, as the case may require, according to the average of the whole purchase money (on such error or misstatement being proved); such compensation or equivalent to be settled by two referees or their umpire—one referee to be chosen by each party—within ten days after notice given of the error, and the umpire to be chosen by the referees immediately after their appointment.

6. The purchaser shall not be entitled to the production of any title deeds other than such as are in the vendor's hands, or in the hands of the several mortgagees.

7. Lastly, upon failure of complying with the above conditions, the deposit shall be forfeited, and the vendors shall be at full liberty (with or without notice) to re-sell the estate by public auction or private sale; and if, on such re-sale, there should be any deficiency, the purchaser shall make good such deficiency to the vendors, and all expenses attending such re-sale; the same to be recoverable as liquidated damages.

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FORM 269.

*Standing Conditions of Sale by the Court.*

(Form No. 43, Appendix to C. R.)

1. No person shall advance less than \$10 at any bidding under \$500, nor less than \$20 at any bidding over \$500, and no person shall retract his bidding.



2. The highest bidder shall be the purchaser, and if any dispute arise as to the last, or highest bidder, the property shall be put up at a former bidding.

3. The parties to the action under the exception of the vendor (*and naming any parties, trustees, agents, or others in a fiduciary situation*) shall be at liberty to bid.

4. The purchaser shall at the time of sale pay down a deposit in the proportion of \$10 for every \$100 of the purchase money, to the vendor, or his solicitor, and shall pay the remainder of the purchase money on the \_\_\_\_\_ day of \_\_\_\_\_ next and upon such payment the purchaser shall be entitled to the conveyance, and to be let into possession, the purchaser at the time of sale to sign an agreement for the completion of the purchase.

5. The purchaser shall have the conveyance prepared at his own expense, and tender the same for execution.

6. If the purchaser shall fail to comply with the conditions aforesaid, or any of them, the deposit, and all other payments made thereon shall be forfeited, and the premises may be re-sold, and the deficiency (if any) by such re-sale, together with all charges attending the same or occasioned by the defaulter, are to be made good by the defaulter.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18 .

I agree to purchase \_\_\_\_\_ mentioned in the annexed particulars for the sum of \_\_\_\_\_ and upon the terms mentioned in the above conditions of sale.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18 .

Witness :

## SPECIAL CLAUSES IN CONDITIONS OF SALE.

## FORM 270.

*Reserve Price.*

There will be a reserve price, and the vendor reserves the right of bidding by himself or his agent up to such reserve price.

---

## FORM 271.

*Purchaser to Sign Agreement.*

The purchaser shall, immediately after the sale, pay to the auctioneer (or to Mr. R——, the vendor's solicitor) a deposit of ten per cent. on the amount of the purchase money, and sign the subjoined agreement.

---

## FORM 272.

*Completion, Where a Cash Sale.*

The purchaser shall, on or before the                      day of                      pay the remainder of the purchase money, at the office of Mr.                      , the vendor's solicitor, (or of the said Mr.                      ,) No.                      street                      ; and the purchase shall be there and then completed, and if from any cause whatever the purchase shall not be completed on that day, the purchaser shall pay to the vendor interest at the rate of six per cent. per annum on the remainder of the purchase money from that day until the completion of the purchase.

## FORM 273.

*Completion, Where a Portion is Left on Mortgage.*

The purchaser shall, on or before the                      day of  
18     , pay the remainder of the purchase money  
over and above the sum of \$                      at the office of Mr.  
                    , the vendor's solicitor; and shall give a mortgage  
for the said sum of \$                      bearing interest at the rate of  
                    per cent per annum payable (half-yearly) as fol-  
lows: (*insert terms of payment*). The above-mentioned  
mortgage to be drawn by the vendor's solicitor (*add in the  
case of a company*) who is to use the company's special  
form.

---

## FORM 274.

*Possession, etc.*

The possession or receipts of the rents and profits of  
the property shall be retained, and all rates, taxes and out-  
goings in respect thereof shall be paid and discharged by  
the vendor up to the said                      day of                      18     ,  
and as from that date the possession or receipt of rents and  
profits shall be taken, and the out-goings shall be paid and  
discharged by the purchaser, and, if necessary, such rents,  
profits, rates, taxes and out-goings shall, for the purposes of  
this condition, be apportioned as between the vendor and  
purchaser.

---

## FORM 275.

*Search of Title.*

The purchaser shall search the title at his own expense,  
and the vendor shall not be required to furnish any abstract  
or produce any deeds, declarations or other evidences of  
title except those in his possession.

## FORM 276.

*Time for Objections.*

The purchaser shall make in writing his objections and requisitions (if any) in respect of the title, and send the same to Mr. (*name of solicitor*) within ten days from the day of sale; and all objections and requisition which shall not be so made and sent within the time specified shall be deemed to have been waived, and for this purpose time shall be of the essence of the contract.

---

## FORM 277.

*Power to Rescind.*

In case the purchaser shall make any objection or requisition (as to title or otherwise) which the vendor shall from any cause or on any grounds whatever, be unwilling or unable to answer or comply with, and shall not withdraw the same after being required so to do, the vendor may, by notice in writing (notwithstanding any attempt to answer or comply with such objection or requisition, or any previous or pending negotiation or litigation) at any time rescind the sale. In that case, the purchaser shall be entitled only to a return of the deposit money without interest, costs or compensation, or other payment whatever, in full satisfaction of all claims and demands and he shall thereupon return all documents in his possession belonging to the vendor.

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## FORM 278.

*Error in Description.*

The admeasurements and descriptions of the property, as given in the particulars, are believed, and shall be assumed, by the purchaser to be correct; but if any misstatement, error or omission shall be found in the

particulars or conditions, the same shall not annul the sale, nor entitle the purchaser to be relieved from the purchase ; nor shall any compensation be allowed to either the vendor or purchaser in respect thereof.

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FORM 279.

*Conveyance.*

The deed of conveyance shall be prepared by the vendor's solicitor at the expense of the purchaser and shall contain only the statutory covenant against incumbrance.

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FORM 280.

*On Default of Purchaser, Vendor May Re-sell.*

If the purchaser shall neglect or fail to comply with any of the above conditions his deposit money shall be forfeited to the vendor, who may, with or without notice, and without tendering a conveyance to the defaulter at the present sale, re-sell the property, either by public auction or private contract, at such time and place and subject to such conditions, and in such manner generally as the vendor shall think fit ; and if such re-sale shall be by auction, the property may be bought in, and the deficiency of price (if any) which shall happen at such re-sale, and the expenses of and incident to the present sale, or such re-sale, or any unsuccessful attempt to sell, shall forthwith respectively be made good by the defaulter, and be recoverable by the vendor as liquidated damages.



## FORM 282.

*Of Purchase Money.*

To all to whom, etc.: I, A. B., etc. [*as described in the purchase deed*], send greeting:

WHEREAS, by indenture of, etc., bearing date, etc., made between C. D., of, etc. [*as described in the deed*], of the one part, and me, the said A. B., of the other part; he, the said C. D., for and in consideration of                      therein mentioned, to be paid to him by me, the said A. B., has granted, and did grant, etc., all that, etc., to hold the same to me, the said A. B., my, etc., for, etc., which said premises were heretofore the estate of *or* in the possession of

of                      : Now, know ye, that I, the said A. B., do hereby acknowledge, testify, and declare, that the sum of                      above mentioned to be paid to the said C. D. by me the said A. B., as aforesaid, was and is the proper money of E. F., of, etc.; and that the name of me the said A. B., in the said indenture of, etc., is used only in trust for him, the said E. F., his, etc.; and that I and my heirs, etc., shall, at all times hereafter, upon the request, and at the cost and charge of the said E. F., convey and assure unto him the said E. F., his, etc., by a good quit-claim deed, warranting against all claiming under me, the said premises so bargained and sold to me by the said C. D., and all the interest therein that he so conveyed to me.

In witness, etc., this                      day of                      A. D., 18                      .

Signed, sealed, etc.

## FORM 283.

*Of a Bond.*

WHEREAS, in and by an obligation bearing even date with these presents, C.D., of, etc., stands bound and obliged to me, A. B., of, etc., in the sum of one thousand dollars,

conditioned for the payment of five hundred dollars, with interest, in one year from the date hereof, as in and by said obligation appears: Now, know all men by these presents, that I, the said A. B., do hereby acknowledge and declare, that the said sum of five hundred dollars, loaned upon said obligation, was the proper money of E. F., of, etc., and not of me the said A. B.; and that the name of me, the said A. B., was used and inserted as obligee in said obligation, only as trustee, and in trust and for the use and benefit of him, the said E. F. [*A power of attorney may be inserted from A. B. to E. F., to receive the money, and a covenant that A. B., will not discharge the bond, or do anything to prevent E. F. from receiving the amount.*]

In witness, etc., this       day of       A.D. 18 .

Signed, sealed, etc.

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FORM 284.

*Of Stock.*

MEMORANDUM. I, A. B., of, etc., do hereby acknowledge and declare, that I am possessed of       shares in the capital stock of       company, numbered from       to       inclusive, and that the same were transferred to me in trust for the only use, benefit and advantage of       of, etc., and his legal representatives, and that the same stock was purchased with money which belonged solely to said       , and that the certificate of said shares of said stock were taken in the name of me, the said A. B., from motives of temporary convenience; and that the said stock and all dividends and advantages accruing thereon, are, and shall be held by me and my legal representatives only for the convenience, use, benefit and advantage of him, the said       , and his legal representatives; and, on demand from him or them, I will, and my legal representative shall,



assign the same to him or them, and account to and pay over to him or them all dividends and profits that shall by me or them have been received thereon.

In witness whereof, etc., this      day of      , 18      .

Signed, sealed, etc.

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FORM 235.

*By Trustees who have taken a Mortgage for Several Lenders.*

Memorandum made this      day of      18      ,  
between      and      , of      , hereinafter  
called the trustees of the first part;      , of      ,  
of the second part;      , of      , of the third part;  
and      , of      , of the fourth part. Whereas  
by an indenture bearing even date with these presents,  
    , of      (mortgagor), in consideration of the  
sum of      dollars paid by the said trustees out of  
money expressed to belong to them on joint account, the  
said mortgagor conveyed certain land situate at      ,  
in the county of      , therein particularly described, to  
said trustees, to secure the payment to them of the sum of  
    dollars, with interest thereon in the meantime at  
the rate of      per cent. per annum: And whereas the  
said sum of      dollars in the said indenture expressed  
to have been advanced by the said trustees was in fact  
contributed by the several persons, parties hereto of the  
second, third and fourth parts, and in the proportions or  
sums following, that is to say: the sum of      dollars  
by the said party of the second part; the sum of  
dollars by the said party of the third part; and the sum  
of      dollars by the said party of the fourth part:  
And whereas the said trustees have, at the request of the  
several persons by whom the said sum of      dollars



and                      and                      , trustees, parties of the second part, supplemental to an indenture dated the                      day of                      , 18                      , made between said                      , party of the first part and his wife, of the one part, and said trustees of the other part, being a settlement made in consideration of the then intended marriage, which was shortly afterwards solemnized between the said husband and wife. Whereas the said                      , party of the first part, has transferred into the hands of the said trustees the several stocks, funds and securities following, that is to say (*describe them*), to the intent that the same shall be held upon the trusts, and with and subject to the powers and provisions hereinafter declared concerning the same: Now this indenture witnesseth, and it is hereby agreed and declared that the said trustees, and the survivors or survivor of them, or the executors or administrators of such survivor or other, the trustees or trustee of these presents, shall stand possessed of the said several stocks, funds, shares and securities so transferred to them as aforesaid, and the stocks, funds, shares and securities for the time being representing the same and the income thereof upon such trusts, and with and subject to such powers and provisions as are by and in the said principal indentures declared and contained, concerning the trust funds and property therein comprised and thereby settled, or such of the same trusts, powers and provisions as are now or may henceforth be subsisting or capable of taking effect: to the intent that the said several stocks, funds, shares and securities so transferred to the said trustees as aforesaid may form an addition to, and one fund with, the trust funds and property originally settled by the principal indenture. In witness, etc.

## DEBENTURES.

FORM 286a.

*Municipal Debentures.*

Province of Ontario, City of (or as the case may be). Debenture.

Under and by virtue of the (*here* set forth enabling Act) and by-law No. of the Corporation of the City of passed under the provisions contained in the said Act, the Corporation of the City of promise to pay to the bearer (*or if registered, then to the registered holder hereof*), at in the sum of on the day of A.D. 18 and the yearly coupons hereto attached as the same shall severally become due.

(*If* debentures are to be registered add the following provision:

This debenture, or any interest therein, shall not, after a certificate of ownership has been endorsed thereon by the treasurer of this municipal corporation, be transferable, except by entry by the treasurer or his deputy in the Debenture Registry Book of the said Corporation, at the City of ).

Dated at the City of in the County of this day of A.D. 18

[Corporate seal.]

*Mayor.*

*Treasurer.*

## FORM 286b.

*School Debenture.*

Province of Ontario.                      §                      No.

Debenture of the                      of                      County of                      for  
school loan.

The Corporation of the                      of                      hereby  
promise to pay to bearer, at the Bank of  
at                      the sum of                      dollars, in lawful  
money of Canada,                      years from the date hereof;  
and to pay interest at the rate of                      per cent. per  
annum, half yearly, to the bearer of the annexed  
coupons respectively, upon the presentation thereof at  
the said Bank.

Issued at                      this                      day of                      18                      by  
virtue and under the authority of The Public Schools  
Act, 1896, of Ontario, and pursuant to By-law No.                      -  
of said                      of                      passed on the                      day of                      A.D.  
18                      intituled "A By-law to raise by way of loan the  
sum of                      dollars for the purpose therein mentioned"  
(or as the case may be).

A. B., *Reeve or Mayor.*

C. D., *Treasurer.*

·COUPON No.                      .

The Corporation of the                      of  
will pay the Bearer at the Bank of                      at  
on the                      day of                      the sum  
of                      dollars, interest due on that day on  
Debenture No.                      .

C. D., *Treasurer.*

## FORM 286c.

*Debenture of Loan Company.*

Authorized capital \$ Debenture No.

Issued under authority of (set forth statute).

The Company promise to pay to  
 the sum of dollars, on the day of  
 18 at the Bank at with interest at  
 the rate of per cent. per annum, to be paid half  
 yearly on the days of and in each year.  
 on production of the proper coupons for the same as  
 hereunto annexed.

Dated at the day of

## FORM 286d.

*First Mortgage Bond.*

The Company.  
 Incorporated under (set forth enabling Act).

Number \$

The Company, for value received, hereby  
 promise to pay to the bearer, or if registered, then to the  
 registered holder hereof, the sum of dollars in  
 gold coin, or its equivalent of lawful money of Canada,  
 on the day of 18 (subject to previous  
 redemption of this bond, in accordance with the condi-  
 tions of the mortgage below mentioned, and the en-  
 dorsement hereon), at in the City of with  
 interest thereon at the rate of per cent. per annum,  
 payable half yearly at the said place, in like money, on  
 the day of in each year, on presentation  
 and surrender of the interest coupons hereto annexed as  
 they severally become due and payable.

This bond is one of a series, and each of like date  
 tenor and effect, issued and to be issued, to an aggregate

not exceeding                dollars, for the security of which and the interest thereon the undertaking, franchises, privileges, rents, revenues, tolls, income, assets, and real and personal property of the Company, at any time acquire, both present and future, are mortgaged to of                and                of                as trustees by a mortgage bearing even date herewith. Each holder of the said bonds shall be deemed to be a mortgagee or encumbrancee upon the said securities pro rata with all the other holders, and no proceedings shall be taken to enforce payment of the said bonds, or of the interest thereon, except through the said trustees. This bond shall pass by delivery, but may, at the option of the holder, be registered, and, while so registered, shall be transferable only by written transfer, registered in the same manner as in the case of the transfer of shares, and as provided in the said mortgage. A transfer in favour of the bearer may subsequently be registered, after which it will be transferable by delivery until again registered in the name of the holder. If the Company makes default in paying the principal or interest of this bond when the same becomes due, then at the next annual general meeting of the Company, and at all subsequent meetings, the registered holder of this bond, if the same is still in default, shall in respect thereof bear the same right and privilege and qualification for being elected a director and voting at general meetings as would attach to him if he were a shareholder holding fully paid up shares of the Company to the amount of this bond, but subject to the provision of the Act incorporating the Company. This bond is subject to the condition hereon endorsed. This bond shall not become obligatory until it shall have been certified by the trustees, or their successors in the trust.

In witness whereof, etc.

*Endorsements on the above Bond.***Certified***Trustees.**(also) Condition.*

This bond is subject to be redeemed at par, in pursuance of the within mentioned mortgage as follows:

On the            day of            in each of the ten years preceding the year ending on the    day of    A.D. 18    the Company shall redeem            per cent. of the whole issue of bonds. The bonds to be redeemed each year shall be determined by lot, and the result of the lot in each case shall be published in the            by advertisement at least            times in a daily paper at least            days before the time of redemption, from which time interest on the bonds designated shall cease to accrue. Notice of such result shall also be mailed to the registered address of any registered holder of any bond to be redeemed.

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## DEEDS.

## FORM 287.

*Conveyance under R. S. O. 1887, c. 100, s. 17.*

This indenture made the                      day of                      18  
between (*here insert names of parties and recitals, if any,*)  
witnesseth, that in consideration of                      dollars, of law-  
ful money of Canada, now paid by the said grantee to the  
said grantor (the receipt whereof is by him acknowledged)  
he, the said grantor, AS BENEFICIAL OWNER, doth  
convey unto the said grantee in fee simple (*or otherwise as  
the case may be*) all, etc., (*description of parcels*).

In witness whereof, the said parties hereto have here-  
unto set their hands and seals. In presence of

## FORM 288.

*Transfer of Freehold or Leasehold Land.*

## LAND TITLES ACT.

I, A. B, the registered owner of the land (*or leasehold*)  
registered in the office of Land Titles at                      , as parcel  
C, Township of York, (*as the case may be*), in consideration  
of \$                      paid to me, transfer such land to C. D., of, etc.

Dated the                      day of                      18                      .

Witness:                      (*Signature of registered owner*).

X. Y.                      (*No seal necessary*).

## FORM 289.

*Transfer of Freehold or Leasehold Land in Parcels.*

## LAND TITLES ACT.

I, A. B., the registered owner of the freehold (*or leasehold*) land entered in the office of Land Titles at as parcel in the register for , and registered with an Absolute title [*or with a Qualified title, or with a Possessory title, or, in the case of a leasehold, with a declaration that the lessor had an Absolute or Qualified title to grant the lease, or without the declaration of the title of the lessor, as the case may be*] in consideration of \$ paid to me, transfer to C. D., of, etc., the part of the said lands described as follows :

And I, G. B., wife of the said A. B., hereby bar my dower in the said land.

Witness:

X. Y.

(*Signature*).

(*No seal necessary*).

## FORM 290.

*Form of Transfer by Endorsement.*

I, the within named A. B., in consideration of \$ paid to me by C. D., of, etc., transfer to C. D., of, etc., the within mentioned land.

Witness:

X. Y.

(*Signature*).

(*No seal necessary*).

## FORM 291.

*Deed with Dower.*

THIS INDENTURE, made (in duplicate) the day of A. D. 18 , in pursuance of the Act respecting Short Forms of Conveyances :

BETWEEN of the first part; wife of the said part of the first part of the second part; and of the third part

WITNESSETH, that in consideration of                      of lawful money of Canada, now paid by the said part                      of the third part, to the said part                      of the first part, (the receipt whereof is hereby by                      acknowledged),                      the said part                      of the first part do                      grant unto the said part                      of the third part                      heirs and assigns, for ever

All and singular th                      certain parcel                      or tract                      of land and premises, situate, lying and being

TO HAVE AND TO HOLD unto the said part                      of the third part                      heirs and assigns, to and for                      their sole and only use for ever: subject, nevertheless, to the reservations, limitations, provisoes and conditions, expressed in the original grant thereof from the Crown.

The said part                      of the first part covenant with the said part                      of the third part, that                      ha                      the right to convey the said lands to the said part                      of the third part notwithstanding any act of the said part                      of the first part.

And that the said part                      of the third part shall have quiet possession of the said lands, free from all incumbrances.

And the said part                      of the first part, covenant with the said part                      of the third part, that                      will execute such further assurances of the said lands as may be requisite.

And the said part                      of the first part covenant with the said part                      of the third part that                      ha                      done no act to encumber the said lands.

And the said part                      of the first part release to the said part                      of the third part all                      claims upon the said lands.

And the said part                      of the second part, wi                      of the said part                      of the first part, hereby bar                      dower in the said lands.

In witness whereof, etc.

Signed, sealed, etc.

## SPECIAL CLAUSES IN DEEDS.

## RESERVATIONS.

## FORM 293.

*Of Right of Way.*

Excepting and reserving unto the said grantor, his heirs and assigns, full and free right and liberty at all times hereafter, in common with all other persons who may hereafter have the like right, to use said passageway at all times and for all purposes connected with the use and occupation of the said grantor's other lands and houses adjoining the same.

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## FORM 294.

*Of Right to Use Well.*

Excepting and reserving unto the said grantor, his heirs and assigns, the sole and exclusive right and liberty at all times hereafter of using the water from the well on the granted premises for domestic purposes only; with liberty from time to time with workmen to enter upon the said lands and to repair, cleanse and maintain the said well and the pipes leading therefrom to the grantor's house, making to the grantee full compensation for all damage done to the surface of said lands.

## FORM 295.

*Of Right to Lay Sewers and Pipes.*

Excepting and reserving to the grantor, his heirs and assigns the right at any time to lay down and construct sewers, drains and water-pipes in and upon said premises and to keep and maintain the same for the convenience of the grantor's other land and buildings adjoining the granted premises.

---

## FORM 296.

*With Right in Passageway in common with Others.*

Together with the right to use the said passageway in common with the said grantor, his heirs and assigns, and the owners and occupiers for the time being of all other houses adjoining said passageway.

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## FORM 297.

*With Right of Way subject to Liability to Repair.*

Together with full liberty at all times hereafter, and for all purposes, with or without horses, carts, carriages or waggons, to pass and re-pass, and to drive cattle, sheep and other animals over and upon the said road delineated on said plan, the said purchaser, his heirs, executors, administrators and assigns from time to time paying their due proportion with other owners whose land abuts upon said road, according to the extent of his or their frontage, of the expense of maintaining the said road, and of the fences adjoining the same in proper repair, until the same shall be accepted and laid out by the town (or other local authority)

## FORM 298.

*With Right to Use Drains.*

Together with the right to enter and use all sewers and drains now or hereafter made or passing under or along any of the streets adjoining said land, or in or upon the adjoining premises belonging to the vendor.

## DESCRIPTIONS.

## FORM 299.

*Of a Mill.*

All that mill and factory situate on                      street, at                      , in the county of                      , commonly called the                      mill, with the boilers, furnaces, engines, gearing, drums and shafts thereunto belonging. with all the fixtures in and about the said mill, and also all the several warehouses, cottages and parcels of land on which said mill and buildings stand, bounded and described as follows, etc.; all which are delineated on a plan made by                      , surveyor, dated the                      day of                      , 18                      , and to be delivered and registered herewith.

## FORM 300.

*Of Undivided Half.*

All that undivided moiety or equal half part or share of the grantor of and in all that parcel of land, etc.

## FORM 301.

*Of Reversion after Life Tenancy.*

All that remainder or reversion in fee simple of the said grantor to take effect upon the decease of tenant for life, of and in all that parcel of land, etc.

## FORM 302.

*With Engine and Machinery.*

Together with the steam-engine, machinery, fixtures, and works attached to the mill, factory, workshop and buildings upon the premises hereinbefore described.

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## FORM 303.

*Of an Irregular Piece of Land.*

All that parcel of land situate, etc., bounded and described as follows, namely: commencing on the westerly side of the road running from                    to                   , by land now or late of                   ; thence running south-westerly                   feet, by land of said                   ; thence turning and running in a curved line northerly by a fence separating the granted premises from other land of the grantor

feet; thence turning and running south-easterly in a straight line by other land of the grantor                   feet to said road; thence turning and running southerly by said road                   feet to the point of beginning; containing, according to a recent survey,                   square feet. All which premises are delineated on a plan made by                   , surveyor, dated the                   day of                   , and to be registered herewith.

---

## FORM 304.

*Of a Farm.*

All that parcel of land, with the farm-house, barns and outbuildings thereon, known as the                   farm, situate in the town of                   , and county of                   , containing in the whole                   acres, more or less, bounded and described as follows, namely, etc.

## COVENANTS.

## FORM 305.

*Not to Use for Trade.*

That said premises, or any buildings to be erected thereon, shall not at any time be used for the purpose of any trade, manufacture or business of any description, or as a school, hospital or other charitable institution, or as a hotel or place of public resort.

---

## FORM 306.

*Not to Carry On an Offensive Business.*

That no building shall at any time be erected on the said premises for manufacturing purposes, and that no manufacture or work of an offensive, dangerous or noisy kind shall be carried on upon the same, nor shall anything be done thereon, which may be, or become an annoyance or nuisance to the said grantor, his heirs or assigns, or to the neighbourhood.

---

## FORM 307.

*No Builting except a Private Dwelling-House.*

That no building shall be erected on said premises except a private dwelling-house and out-buildings thereof, and no building erected thereon shall at any time be used except for such purpose.

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## FORM 308.

*Not to Make Windows Overlooking Grantor.*

That no window, door, or opening shall at any time within        years from the date of these presents be made on the        side of any building which may be erected on said premises so as to overlook the dwelling-house and premises now in the occupation of the grantor.



## FORM 309.

*To Erect a Dwelling-House of a Certain Cost.*

And the said grantee doth hereby for himself, his heirs and assigns, covenant with the said grantor, his heirs, executors and administrators, that he will, within            years from the date of these presents, at his own cost, and under the inspection and to the satisfaction of the architect or surveyor of the said grantor, his heirs or assigns, erect and finish in a good, substantial and workmanlike manner, upon the parcel of land hereby conveyed, one dwelling-house at the cost of            dollars, at least, exclusive of any stable or out-buildings.

---

## FORM 310.

*As to Setting Buildings Back from the Street.*

That no building, except a boundary fence not more than            feet high, made of materials and a design to be approved by the said grantor, his heirs or assigns, shall at any time be erected on the said premises within            feet of the street adjoining the same.

---

## FORM 311.

*To Keep Building Lines.*

That the front wall of any house or building to be erected on said premises, shall be in a line with the building line marked on said plan,            feet distant from said street and parallel therewith; and no building or erection of any kind, excepting bay windows, verandahs, porches, or similar structures, shall be erected on any portion of the said premises which lies between the building line and the street marked on said plan.

**FORM 312.**

To have and to hold, etc., unto the said            and  
                , their heirs and assigns, as joint tenants and  
partners, as part of their co-partnership estate, so that  
after the death of either of them the said partners, the  
survivor of them, or the heirs, executors or administrators  
of such survivor, shall have full power, without the con-  
currence of the executors or administrators of the one of  
them so first dying, to sell, mortgage, lease or otherwise  
dispose of the premises, or any part thereof, and to receive  
and give effectual discharges for any moneys arising from  
any such disposition, and that every such disposition or  
receipt shall be absolutely binding upon all persons having  
or claiming any interest in the partnership estate.

*Habendum as to Land, and as to Moveable Personal Property.*

To have and to hold the said mill, land and buildings, steam-engine and boilers, and all such parts of said mill and machinery and premises hereinbefore granted as are real estate or fixtures thereto, unto the said \_\_\_\_\_, his heirs and assigns, to his and their use forever, and to have and to hold all such parts of the said mill-gear, machinery and premises hereinbefore expressed to be granted and assigned, as are not of the nature of fixtures, unto the said \_\_\_\_\_, his executors, administrators and assigns.

## FORM 314.

*To Uses to be Declared.*

To have and to hold, etc., unto the said \_\_\_\_\_, his heirs and assigns, to the uses and upon the trusts and with the powers and provisions hereinafter limited, declared and expressed concerning the same.

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## FORM 315.

*To Trustees as Joint Tenants.*

To have and to hold, etc., unto the said partners of the second part as joint tenants, and not as tenants in common, their successors, heirs and assigns forever, in trust, nevertheless, for the purposes following, that is to say, etc.

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## FORM 316.

*To Trustees Under a Will Directing Purchase of Real Estate.*

To have and to hold, etc., unto the said \_\_\_\_\_ and \_\_\_\_\_, their heirs and assigns and successors in said trust, as joint tenants upon such of the trusts and subject to such of the provisions and powers contained in the said will of \_\_\_\_\_, concerning real estate thereby directed to be purchased, as are now capable of taking effect.

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## FORM 317.

*Subject to a Mortgage, which Grantee Assumes.*

The said premises are conveyed subject to a mortgage thereof made by \_\_\_\_\_, of \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, and registered in the registry office for the county of \_\_\_\_\_, as No. \_\_\_\_\_, for the sum of \_\_\_\_\_ dollars, which said sum, with interest thereon from the \_\_\_\_\_ day of \_\_\_\_\_ last, remains unpaid, and the said grantee hereby agrees to assume and pay the same as part of the consideration of this conveyance.

## FORM 318.

*Subject to Lease.*

Which said premises are sold subject to a lease thereof made by            to           , bearing date the            day of           , 18   , for the term of            years, at the yearly rent of            dollars.

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## FORM 319.

*Subject to Life Estate.*

Which said premises are conveyed subject to an estate for life devised to           , of           , by the will of,            late of           , which said will was proved and allowed by the probate court in and for the county of           , on the day of           , 18   .

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## FORM 320.

*Subject to Contribution for Maintaining Roads.*

Subject to the obligation of contributing and paying a due proportion of the expense of making, maintaining and repairing said roads, ways, sewers and drains until the same shall be accepted by and taken into the charge of the said town, such proportion to be according to the extent of frontage on said roads and ways, or, in case of dispute, to be determined by the surveyor for the time being of the said grantor, his heirs and assigns.

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## FORM 321.

*Deed of Bargain and Sale.*

THIS INDENTURE, made in duplicate the            day of  
A.D. 18   , BETWEEN

WITNESSETH, that the said part            of the first part, in consideration of the sum of            dollars of lawful money of Canada, to            paid by the said part            of the

part (the receipt whereof is hereby acknowledged), do by these presents, grant, bargain, sell, convey and confirm unto the said part of the part, heirs and assigns, all and singular th certain parcel or tract of land and premises situate, lying and being in the

Together with all and singular the rights, members, easements, privileges and appurtenances thereto belonging or appertaining ; and all reversions, remainders, rents, issues and profits thereof : and all the estate, right, title, interest, both at law and in equity, of the said part of the first part of, in, to, or out of the said lands, hereditaments and premises, and every part thereof : to have and to hold the hereditaments and premises, and all and singular the premises hereby conveyed unto the said part of the part heirs and assigns, to the sole and only use of the said part heirs and assigns forever. Subject, nevertheless, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown :

And the said part of the first part do hereby for heirs, executors and administrators, covenant, promise and agree, to and with the said part of the part, heirs and assigns, in manner following, that is to say : that the said part of the first part, at the time of the ensealing and delivery hereof stand solely, rightfully and lawfully seized of a good, sure, perfect, absolute, and indefeasible estate of inheritance, in fee simple, of and in the hereditaments and premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of reservations, limitations, provisoes, or conditions (other than as aforesaid), or any other matter or thing, to alter, charge, change, encumber or defeat the same ; and also, that , the said part of the first part, now ha good right, full power, and lawful and absolute authority, to grant and convey the said hereditaments and premises

and every part and parcel thereof with the appurtenances, unto the said part of the part, heirs and assigns, in manner and form aforesaid

And also, that the said part of the first part hath not, at any time heretofore, done, executed, committed, or suffered any act, deed, matter, or charge whereby these hereditaments and premises hereby conveyed have been or may be in anywise impeached, charged or encumbered.

And also, that it shall and may be lawful to and for the said part of the part, heirs and assigns, peaceably and quietly to enter into, occupy, possess, and enjoy the aforesaid hereditaments and premises, with the appurtenances, Without the let, interruption, or denial of the said part of the first part heirs or assigns, or any other person or persons whomsoever, and free and clear, exonerated, and discharged of and from all arrears of taxes, and assessments whatsoever, due or payable upon or in respect of the said hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions, and recognizances, and of and from all manner of other charges and encumbrances whatsoever; and, lastly, that the said part of the first part, heirs and assigns, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest or trust, of, in, to, or out of the lands, hereditaments, and premises, hereby conveyed, with their appurtenances, or any part thereof, by, from, or under, or in trust for the said part of the first part heirs or assigns, shall and will from time to time, and at all times hereafter, at the proper costs and charges in the law of the said part of the part, heirs and assigns, make, do, suffer, and execute, or cause or procure to be made, done, suffered, and executed, all and every such fur-

ther reasonable acts, deeds, conveyances, and assurances in the law, for the further and the more perfectly and absolutely conveying and assuring of the said hereditaments and premises, with the appurtenances, unto the said part of part heirs, or assigns, as by the said part of the part heirs or assigns or their counsel learned in the law, shall be lawfully and reasonably devised, advised, or required.

AND THIS INDENTURE FURTHER WITNESSETH, that the said wife of the said for and in consideration of the sum of one dollar of lawful money of Canada, to her in hand paid by the said at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, remised, and released, and by these presents doth grant, remise, and release unto the said his heirs and assigns, all her dower, and right and title to dower which she now hath, or which, in the event of her surviving her said husband, she might or would have to dower, in, to, or out of the lands and premises hereby conveyed or intended so to be.

In witness, etc.

Signed, sealed, etc.

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FORM 322.

*Deed by Executor.*

THIS INDENTURE, made in duplicate the day of  
A. D. 18 , BETWEEN the execut  
of the last will and testament of late of  
deceased, of the first part, and of the second part ;

WHEREAS, the said was at the time of  
decease seized in fee simple, or otherwise well entitled to  
the real estate and premises hereinafter specified and  
described ; and before decease did duly make and  
publish in writing last will and testament, bearing

date the                      day of                      in the year of our Lord,  
 one thousand eight hundred and                      thereby author-  
 ising and empowering                      said execut                      to execute  
 and give deeds of conveyance for his real estate.

AND WHEREAS the said                      departed this life on the  
                     day of                      in the year of our Lord, one thou-  
 sand eight hundred and                      without revoking or  
 otherwise altering or cancelling the said will.

NOW THIS INDENTURE WITNESSETH, that in pursuance  
 of the powers vested in                      the said part                      of the  
 first part, by virtue of the said will                      and in  
 consideration of the sum of                      of lawful money  
 of Canada to                      in hand paid by the said part                      of the  
 second part, the receipt whereof is hereby acknowledged,  
                     the said part                      of the first part in                      fiduciary  
 character aforesaid do                      grant, bargain, sell, assign,  
 convey and confirm unto the said part                      of the second  
 part, and to                      heirs and assigns for ever

ALL AND SINGULAR, th                      certain parcel                      or tract  
 of land and premises, situate, lying and being

TOGETHER with all the estate, right, title and interest  
 of the said part                      of the first part, in                      character  
 aforesaid therein.

TO HAVE AND TO HOLD the same unto the said part  
 of the second part                      heirs and assigns for ever.

AND the said part                      of the first part for                      do  
 hereby covenant, promise and agree to and with the said  
 part                      of the second part                      heirs and assigns, that  
                     the said part                      of the first part ha                      not  
 at any time heretofore made, done, committed or exe-  
 cuted, or wittingly or willingly suffered any act, deed,  
 matter or thing whatsoever, whereby or by means whereof,  
 the said parcel or tract of land and premises herein-  
 before mentioned or described, or any part or parcel  
 thereof are, is, or shall or may be in any wise impeached,



charged, affected or incumbered, in title, charge, estate, or otherwise howsoever. And that                      will, in fiduciary character aforesaid, execute such further assurances of the said lands as may be requisite.

In witness, etc.

Signed, sealed, etc.

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FORM 323.

*Deed under Power of Sale.*

THIS INDENTURE, made (in duplicate) the                      day of  
18   , in pursuance of the Act respecting Short  
Forms of Conveyances.

BETWEEN                      hereinafter called "the grantor," of  
the first part,                      hereinafter called "the grantee," of  
the second part.

WHEREAS                      by a mortgage bearing date the  
day of                      18   , and duly registered in the  
registry office of the                      as number                     , mortgaged  
the lands hereinafter particularly described unto  
(herein called the grantor) for securing payment of the sum  
of                      and interest as therein mentioned, which mort-  
gage was expressed to be in pursuance of the Short Forms  
Act, and contained a proviso that in case the said  
should make default in payment of principal or interest  
for                      month                      the said grantor                      giving  
notice to the said                      might enter on and  
lease or sell the said lands.

And whereas it is further provided in and by the said  
mortgage that on any default in the payment of interest,  
the whole of the principal should at once become due and  
payable.

And whereas default has been made in payment of the  
said sum of

And notice of                      intention to sell the said lands and premises has been duly given to the said

And whereas the said lands have been advertised for sale, pursuant to the said power contained in said mortgage, by public auction, at                      by advertisement thereof inserted in the                      newspaper and by posters, etc.,                      for the space of

And whereas the said lands being put up and offered for sale at public auction, pursuant to such advertisement thereof as aforesaid, the said grantee was the highest bidder, and became the purchaser of said lands, at, and for the sum or price of

Now this indenture witnesseth that in pursuance of the premises, and in consideration of the said sum of of lawful money of Canada, now paid by the said grantee to the said grantor (the receipt whereof is hereby by acknowledged). The said grantor by virtue and in exercise of the aforesaid power of sale and of all other powers thereunto enabling, do grant unto the said grantee heirs and assigns for ever :

All and singular, th      certain parcel      or tract      of land and premises, situate, lying and being  
To hold unto the said grantee      heirs and assigns to and for                      their sole and only use for ever.

The said grantor covenants with the said grantee that the said mortgage security is now in full force unprejudiced and unreleased in whole or in part, and that default has so happened as aforesaid in the payment of the money due thereby.

And the said grantor covenants with the said grantee that he      has done no act to incumber the said mortgaged premises, or the said lands.

And the said grantor releases to the said grantee      all claims upon the said lands.

In witness, etc.

Signed, sealed, etc.

## FORM 324.

*Deed by Building Society under Power of Sale.*

THIS INDENTURE, made the            day of            A.D., 18   , in pursuance of the Act respecting Short Forms of Conveyances, BETWEEN the            Loan and Savings Society, of the city of            in the county of            of the first part, and            of            in the county of            of the second part.

WHEREAS, by indenture of mortgage dated the day of            A.D., 18   , and made between            in the county of            of the first part his wife of the second part, and the said Society of the third part, the said            for and in consideration of the sum of            advanced and paid to him by the said Society, did convey and assure unto the said Society the land and premises hereinafter described and set out. To hold the same with the appurtenances unto the said Society their successors and assigns, to the use of the said Society, their successors and assigns for ever, and in which said indenture of mortgage is contained an express condition that if the said            should well and truly pay to the said Society, their successors or assigns the said sum of money, interest and charges in equal instalments of            on the first day of each month during the term of            months until the said sum of money, interest, and charges should be fully paid, and also during the whole time aforesaid pay to the said Society, their successors and assigns all other monthly payments and contributions for upon or in respect of the shares therein mentioned, and also all fines and other charges whatsoever imposed or thereafter to be imposed by the said Society and their successors upon the said            his heirs, executors, administrators, and assigns as a member or members of the said Society, or upon the            shares therein mentioned, or for, upon, or in respect of any default, or neglect, or breach of any of the rules and

regulations or by-laws of the said Society by the said his heirs, executors, administrators and assigns, without any deduction or abatement whatsoever, and also all taxes, assessments, premiums of insurance, interest thereon, and other charges for, upon or in respect of the said premises and every part thereof, then the said presents and everything therein contained should be void. And whereas, it was in and by the said indenture of mortgage agreed that if default should happen to be made for the space of six months in payment of the said monthly subscriptions, fines, and forfeitures, or of any of them, or of any part thereof at the days and times at which the same were thereinbefore covenanted to be paid contrary to the true intent and meaning of the said proviso, it should and might be lawful for the said Society, their successors or assigns without any previous demand of possession, peaceably and quietly to enter in and take possession of the lands and premises thereinbefore described with their appurtenances or of any part thereof, and to collect, have, receive, and take the rents, issues, and profits thereof, and without any notice to the said his heirs or assigns, and at the discretion of the said Society to sell and absolutely dispose of the said lands and premises or any part thereof, either altogether or in parcels or lots, and either by public sale or private contract, or partly by each of these means, and on such terms as should seem to the said Society, its successors or assigns, most advantageous for the interests of the said Society, and for such price or prices as could be reasonably obtained for the same.

AND WHEREAS, the said hath made default in payment for six months, and more of the said instalments of , as are in and by the said hereinbefore in part recited Indenture of Mortgage covenanted to be paid as aforesaid. And whereas, the said Society, under and by virtue of the said hereinbefore recited Power of Sale, did on the day of A.D. 18 , sell by public auction

at the . of the lands and premises herein-  
after described to the said at and for the price or  
sum of , he being declared the highest bidder  
therefor.

NOW THIS INDENTURE WITNESSETH, that in considera-  
tion of the premises and of the sum of of lawful  
money of Canada, now paid by the said party of the  
second part to the said Society (the receipt whereof is  
hereby, by the said Society acknowledged), they, the said  
Society, do grant unto the said party of the second part,  
his heirs and assigns forever, all th certain parcel of  
land and premises situate in the

TO HAVE AND TO HOLD unto the said party of the  
second part, his heirs and assigns, to and for his and  
their sole and only use for ever

The said Society covenant with the said party of the  
second part, that they have the right to convey the said  
lands to the said party of the second part notwith-  
standing any act of the said Society.

And that there has been default made for six months  
and more, in payment of the instalments mentioned in the  
said hereinbefore in part recited Indenture of Mortgage.  
And that they, the said Society, will execute all such  
further assurances of the said lands as may be requisite at  
the costs and charges of the said party of the second part.  
And that they, the said Society, have done no act to  
incumber the said lands.

In witness, etc.

Signed, sealed, etc.

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FORM 325.

*Tax Deed.*

TO ALL TO WHOM THESE PRESENTS SHALL COME :

We, , of the of , esquire,  
warden (or, mayor), and , of the of

, esquire, treasurer of the county (or city, or town) of , Send Greeting :

Whereas, by virtue of a warrant under the hand of the warden (or mayor) and seal of the said county (or city, or town), bearing date the                      day of                      in the year of our Lord one thousand eight hundred and                      , commanding the treasurer of the said county (or city, or town) to levy upon the land hereinafter mentioned, for the arrears of taxes due thereon, with his costs, the treasurer of the said county (or city, or town) did, on the                      day of                      18                      , sell by public auction to                      , of the                      of                      , in the county of                      , that certain parcel or tract of land and premises hereinafter mentioned, at and for the price or sum of \$                      of lawful money of Canada, on account of the arrears of taxes alleged to be due thereon up to the                      day of                      , in the year of our Lord one thousand eight hundred and                      , together with costs.

Now know ye, that we, the said.                      and                      , as warden (or mayor) and treasurer of the said county (or city, or town) in pursuance of such sale, and of the Assessment Act, and for the consideration aforesaid, do hereby grant, bargain and sell unto the said                      , his heirs and assigns, all that certain parcel or tract of land and premises containing                      , being composed of (*describe the land so that the same may be readily identified*).

In witness whereof, we, the said warden (or mayor) and treasurer of the said county (or city, or town), have hereunto set our hands and affixed the seal of the said county (or city or town), this                      day of                      in the year of our Lord one thousand eight hundred and                      ; and the clerk of the county (or city, or town) council has countersigned.

A. B., Warden (or Mayor).

Countersigned: C. D., Treasurer. [Corporate Seal.]

E. F., Clerk.

## FORM 326.

*Covenant Concerning Light.*<sup>1</sup>

THIS INDENTURE, made the       day of       A.D., 18   ,  
BETWEEN A. B., of the one part, and C. D., of the other  
part.

WHEREAS the said C. D. is seized in fee of a house, messuage and garden, No. 1,       street, in       and the said A. B., is possessed of an adjoining house, messuage and garden, No. 2,       street, aforesaid, for an unexpired term of about       years; and whereas the said C. D., has recently opened three windows in a portion of No. 1, overlooking and deriving their light over a portion of the garden and yard of No. 2; and whereas the said A. B. does not desire that the said C. D., his heirs or assigns, should acquire an indefeasible right to derive light for the said windows over any part of No. 2, during the residue of the said term, but does not desire to obstruct such light for in order to prevent such right accruing; and whereas the said C. D. only desires that he, his heirs and assigns, shall enjoy the said light till an interruption thereof should arise from new buildings, or other permanent improvements. Now, this Indenture witnesseth as follows:

1. The said A. B., for himself, his heirs, executors, administrators and assigns, covenants with the said C. D. his heirs and assigns, that the said A. B., his executors, administrators and assigns, will not obstruct the light to the said windows, save by new buildings or other permanent improvements.

2. And the said C. D., for himself, his heirs and assigns, covenants with the said A. B., his executors, administrators

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<sup>1</sup> R. S. O. 1887, c. 111, s. 36, "No person shall acquire a right by prescription to the access and use of light to or for any dwelling house, workshop or other building; but this section shall not apply to any such right which has been acquired by twenty years' use before the 5th day of March, 1880."

and assigns, that the said C. D., his executors, administrators or assigns, may, at any time hereafter, by buildings or other permanent improvements, obstruct the light to the said windows, without let or hindrance on the part of the said A. B., his heirs and assigns.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 327.

*Deed of a Watercourse.*

THIS INDENTURE, made, (*here insert the date, parties, etc.*). WHEREAS the said            and            at the time of the sealing and delivery of these presents, are respectively seized in fee, of and in two contiguous tracts, pieces, or parcels of land, with the appurtenances, in the township of            aforesaid: And whereas there is a dam and race or watercourse built, erected and made, in and upon a certain run or stream of water (called            ) within the land of the said            for watering, overflowing and improving meadow ground thereon. Now this Indenture witnesseth that the said           , for divers good causes and considerations, and more especially for and in consideration of the sum of one dollar, to him in hand paid by the said            at or before the sealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released and confirmed, and by these presents doth grant, bargain, sell, release and confirm unto the said           , and to his heirs and assigns, all the water of the said run or stream of water, to be led and conveyed from the said dam along the race or watercourse aforesaid into the said land of the said            for the space of four days in every week, to wit: from Tuesday evening at sunset, to Saturday evening at sunset, from the first day of April to the first day of October, yearly



and every year, for the watering, overflowing and improving of meadow ground on the land of the said together with free ingress, egress and regress to and for the said

his heirs and assigns, and his and their workmen, with horses, carts and carriages, at all convenient times and seasons, through the land of the said \_\_\_\_\_, his heirs and assigns, in and along the banks of the said dam and race or watercourse, for the amending, cleansing and repairing the same, with liberty and privilege, for that purpose, to dig and take stones and earth from the adjacent land of the said \_\_\_\_\_ when and as often as need be or occasion require : To have and to hold all and singular the premises and privileges hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said \_\_\_\_\_ to the only proper use and behoof of the said \_\_\_\_\_, his heirs and assigns for ever, he or they paying one moiety or half part of the expenses which from time to time may accrue, in supporting, cleansing and repairing the dam and watercourse aforesaid.

In witness, etc.

**Signed, sealed, etc.**

**FORM 328.**

*Deed of Right of Way.*

THIS INDENTURE, made this            day of            A.D. 18  
BETWEEN            of            of the one part, and            of  
                     aforesaid, of the other part; WITNESSETH, that the  
said            for and in consideration of the sum of  
lawful money of Canada, unto him well and truly paid by  
the said            at and before the ensealing and delivery  
hereof, the receipt whereof is hereby acknowledged, hath  
granted, bargained and sold, and by these presents doth  
grant, bargain and sell unto the said            his heirs and

assigns, the free and uninterrupted use, liberty and privilege of, and passage in and along a certain alley or passage of            feet in breadth by            feet in depth, extending out and from (describing the direction of the way); together with free ingress, egress and regress to and for the said            his heirs and assigns, and his and their tenants, under-tenants (if for a carriage-way, here add, "with carts, vehicles, carriages, horses or cattle, as by him or them shall be necessary and convenient"), at all times and seasons forever thereafter, into, along, upon and out of the said alley or passage-way, in common with him the said            his heirs and assigns, and his and their tenants or under-tenants: To have and to hold all and singular the privileges aforesaid to him the said            his heirs and assigns, to his and their only proper use and behoof, in common with him, the said            his heirs and assigns, as aforesaid. (Here add, if desired, "subject, nevertheless, to the moiety or equal half part of all necessary charges and expenses, which shall from time to time accrue, in paving, amending, repairing and cleansing the said alley or passage-way.")

In Witness, etc.

Signed, sealed, etc.

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FORM 329.

*Deed of Exchange.*

THIS INDENTURE, made the            day of            A.D. 18 .  
 BETWEEN            of            of the one part, and  
 of            of the other part, WITNESSETH, that the said  
                  hath given and granted, and by these presents  
 doth give and grant, unto the said            one field or  
 close of freehold land, called or known by the name of  
                  etc. with all and every of their appurtenances,  
 situate, lying, and being in            in the county of  
                  for and in exchange of and for all the lands,

tenements, and hereditaments of the said                      called  
or known by the name of                      in                      aforesaid,  
in the said county of                      to have and to hold the said  
field or close to the said                      heirs and assigns for  
ever, for, and in exchange of, and for the said lands,  
tenements, and hereditaments, called                      in  
aforesaid with the appurtenances. And the said  
doth covenant, etc.: (against incumbrances). And the said  
                    hath likewise, on his part, given and granted, and  
by these presents doth fully, freely, and absolutely give and  
grant, unto the said                      his heirs and assigns, all those  
lands, tenements, and hereditaments, aforesaid with, the  
appurtenances, called or known by the name of  
situate, lying, and being in                      aforesaid, in the said  
county of                      to have and to hold the said lands,  
tenements, and hereditaments, etc., to the said                      his  
heirs and assigns, forever, for and in exchange of and for  
the said field or close of land, etc. And the said  
doth covenant, etc. (against incumbrances.) Provided  
always, nevertheless, and these presents are upon this con-  
dition, and it is the true intent and meaning of the parties  
hereunto, that if it shall happen that either of the said  
parties to these presents, their executors, administrators, or  
assigns, shall at any time hereafter during the said respec-  
tive terms above granted, by colour or means of any former  
or other gift, grant, bargain, or sale, or otherwise howsoever,  
be ousted or evicted of and from the possession of either of  
the said messuages or tenements, and other the premises,  
so respectively granted in exchange, as aforesaid, or any  
part thereof, then and in such cases, these presents, and  
every matter and thing therein contained, shall be utterly  
void and of none effect, and then and thenceforth it shall  
and may be lawful to and for the party or parties so ousted  
or evicted, into his or their said former messuage or tene-  
ment and premises, with all and singular the appurtenances  
to re-enter, and the same to have again, repossess, and enjoy,

as of his and their former estate or estates: anything herein contained to the contrary thereof in any wise notwithstanding.

In witness, etc.

Signed, sealed, etc.

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FORM 330.

*(Another form.)*

THIS INDENTURE, made the                      day of                      A.D.  
18   ,

BETWEEN A. B., of                      yeoman, of the one part, and  
E. F., of                      yeoman, of the other part,

WITNESSETH that the said A. B., hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said E. F., all that parcel and tract of land, etc. *(describing the premises.)*

TO HAVE AND TO HOLD the said parcel or tract of land and premises, with their appurtenances, to the said E. F., and his heirs forever, in exchange for certain lands of the said E. F., hereinafter granted to the said A. B. And the said E. F., hath given, granted, and confirmed, and by these presents doth give, grant and confirm unto the said A. B., all that parcel or tract of land, etc. *(describing the premises.)*

TO HAVE AND TO HOLD the said last mentioned premises with their appurtenances, to the said A. B., and his heirs for ever, in exchange for the lands and premises hereinbefore granted by the said A. B. to the said E. F. and his heirs.

In witness, etc.

Signed, sealed, etc.

## FORM 331.

*Deed of Partition.*

THIS INDENTURE, made the       day of       A.D. 18   ,

BETWEEN, A. B., of       spinster, one of the two daughters and coheiresses of G. B., of       , deceased, of the first part, the E. B., of       , spinster, the other of the two daughters and coheiresses of the said G. B., of the second part, and C. D., of       , of the third part;

WHEREAS, the said A. B., and E. B. are desirous of making an equal partition of the lands and hereditaments which descended to them upon the decease of their said late father, G. B., deceased, as his coheiresses at law, and they have accordingly agreed to divide the same, in the manner hereinafter mentioned: Now this Indenture witnesseth, that in consideration of the premises, and for making a perfect partition of all the said hereditaments and premises, and in consideration of the sum of one dollar a piece to them, the said A. B. and E. B. in hand paid, by the said C. D. at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged) they the said A. B. and E. B. have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents do, and each of them doth grant, bargain, sell, release, and confirm unto the said C. D., his heirs and assigns, all that, etc. (*here insert the whole of the premises*) and all ways, waters, water-courses, trees, woods, under-woods, commodities, advantage, hereditaments and appurtenances whatsoever, to the said several parcels or tracts of land, hereditaments and premises, or any of them, belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part thereof; and also all the estate, right, title, interest, trust, property claim and demand whatsoever, both at law and in equity, of them the said A. B. and E. B., of, in, to, or out of the said several parcels or tracts of land,

hereditaments and premises, or any of them, or any part, or parcel thereof.

TO HAVE AND TO HOLD the said several parcels, or tracts of land, hereditaments and premises, with their and every of their appurtenances, unto the said C. D., his heirs, and assigns for ever, to and for the uses hereinafter mentioned and declared, of and concerning the same respectively that is to say, as to the said parcel or tract of land, being lot No.        in the        concession of the said township of        and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said A. B., her heirs and assigns forever; and as to the said parcel or tract of land, being lot No.        in the        concession of the said township of        and hereinbefore more particularly described, with the appurtenances, to the use and behoof of the said E. B., her heirs and assigns for ever; and the said A. B., for herself, her heirs, executors and administrators, doth hereby covenant with the said E. B., her heirs and assigns, that she, the said A. B., hath not at any time heretofore done any act whereby the said parcel or tract of land, hereditaments and premises, so limited to the use of her, the said E. B., her heirs and assigns, as aforesaid, is, are, shall, or may be impeached or incumbered in title, charge, estate or otherwise, howsoever (*Add a similar covenant for E. B. with A. B.*)

In witness, etc.

Signed, sealed, etc.

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FORM 332.

(*Another Form.*)

THIS INDENTURE made, etc., (*here insert the parties.*)

WHEREAS the said A. B. and C. D. now stand seized in fee simple, as tenants in common, of, and in a certain

tract or parcel of land, situate in                    township afore-said, adjoining lands of                    containing one hundred acres, with the appurtenances: Now this indenture witnesses, that the parties to these presents have agreed to make, and by these presents do make, a full, just, and equal partition and division between them, of and in the aforesaid tract of land, according to their respective shares and interests therein, in manner following; that is to say, that the said A. B. and his heirs shall have all that piece or allotment of land, part of the said tract, beginning containing,                    together with the messuages, edifices, buildings, and improvements, on the said described piece of land, and all the rights, privileges and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the profits thereof. And the said C. D. does by these presents, for himself and his heirs, give, grant, allot, assign, set over, release and confirm unto the said A. B. and to his heirs and assigns for ever, the said described piece or allotment of land, with the appurtenances.

TO HAVE AND TO HOLD to him the said A. B., his heirs and assigns, to the only proper use and behoof of him, the said A. B., his heirs and assigns forever, in severalty, as his and their full part thereof.

And that the said C. D., and his heirs shall have all that piece or allotment of land (residue of the said tract) beginning, etc., containing, etc., together, etc. (*the same as before.*)

And the said C. D., for himself, his heirs, executors, and administrators, does covenant, promise and grant, to and with the said A. B., his heirs and assigns, by these presents, that he, the said A. B., his heirs and assigns, shall, or lawfully may, from time to time, and at all times hereafter, forever, freely, peaceably and quietly have, hold, occupy, possess or enjoy the said first-described piece or allotment of land containing, etc., with the appurtenances, and receive and take the rents, issues and profits thereof, without any molestation, interruption or denial of him, the said C. D.,

his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim by, from, or under him or them, or by or with his or their act, privity or procurement. And the said A. B., for himself, etc. (*Here insert the same covenant from A. B. to C. D.*)

In witness, whereof, etc.

Signed, sealed, etc.

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FORM 333.

*Deed by Co-Heirs.*

TO ALL TO WHOM THESE PRESENTS SHALL COME:

of yeoman, eldest son and heir-at-law  
of late of deceased; of  
another of the sons of said deceased; and of  
and his wife, late daughter of the said  
deceased, (who are the only heirs of said deceased) send  
greeting: WHEREAS, by Indenture, bearing date the  
day of A. D. 18 , of and  
his wife, for the consideration therein mentioned, did grant  
and confirm unto the said deceased, and to his heirs,  
and assigns for ever, as in and by the said in part recited  
Indenture, recorded in the Registry Office in and for the  
said County of relation being thereunto had, more  
fully and at large appears, a certain messuage or tract and  
parcel of land, situate in and bounded and des-  
cribed as follows: (*describing the premises.*) Now know  
ye, that the said and his wife, for and in  
consideration of the sum of lawful money of  
Canada, to them in hand paid by of at  
and before the sealing and delivery hereof, (the receipt  
whereof they do hereby acknowledge,) have granted, sold,  
released and confirmed, and by these presents do grant,  
bargain, sell, release, and confirm unto the said  
his heirs and assigns, all the above messuage or tract of



land, situate and bounded and described as aforesaid; together with all and singular the buildings improvements, rights, liberties, privileges, hereditaments and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate right, title, interest, property, claim, and demand whatsoever of them, the said  
and his wife, in law or equity,  
or otherwise howsoever, of in, to, or out of, the same; To have and to hold the said messuage or tract and parcel of land, hereditaments, and premises hereby granted or mentioned, or intended so to be, with the appurtenance, unto the said heirs and assigns, to his and their sole use and behoof for ever.

In witness, etc.

Signed, sealed, etc.

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FORM 334.

*Deed of Gift of Personal Property.*

THIS INDENTURE, made the                      day of  
A. D. 18                      ,

Between A. B., of, etc., of the one part, and C. B., of, etc.,  
of the other part.

WHEREAS, the said A. B., being the father of the said C. B., by reason of his age and infirmities, is not capable of attending to his estate and affairs as formerly, and has therefore agreed, for advancement of the said C. B., to make over his property to the said C. B., so that the said C. B., should pay the debts of the said A. B., and afford him a maintenance, as hereinafter mentioned: Now this indenture witnesseth, that the said A. B., in order to carry the said agreement into effect, and in consideration of the natural love and affection which he hath for and towards his son

the said C. B., and of the provisoes, covenants, and agreements, hereinafter mentioned, by the said C. B., to be observed and performed, hath given, granted, bargained, sold and assigned, and by these presents doth give, grant, bargain sell, and assign, unto the said C. B., his executors, administrators, and assigns, all and singular, his household goods and implements of trade, stock in trade, debts, rights, credits, and personal estate, whereof he is now possessed, or any ways interested in or entitled unto, of what nature or kind soever the same are, or wheresoever or in whosoever hands they be, or may be found, with their and every of their rights members, and appurtenances.

TO HAVE AND TO HOLD, the said goods, household stuff stock in trade, debts, rights and personal estate, and other the premises, unto the said C. B., his executors, administrators and assigns, forever, without rendering any account or being in any wise accountable to the said A. B., his heirs, executors, or administrators, for the same.

And the said C. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant and agree to and with the said A. B., his executors, administrators and assigns, in manner and form following, that is to say: that he, the said C. B., his heirs, executors and administrators, shall and will settle, pay, discharge and satisfy, or cause to be settled, paid, discharged and satisfied all accounts, debts, judgments and demands of every nature and kind whatsoever, now outstanding against, or now due from, or payable by the said A. B., or for the payment of which the said A. B. shall be liable, or be held liable, either at law or in equity, on account of any matter, cause or thing heretofore had, suffered, done, or performed, and at all times hereafter free, discharge and keep harmless and indemnified, the said A. B., his heirs, executors and administrators from all and every such accounts, debts, judgments and demands, and from all actions, suits and damages that may to him or them arise by reason of the non-payment thereof; and,

moreover, that he, the said C. B., his heirs, executors, and administrators, shall and will yearly, and every year, during the term of the natural life of the said A. B., by four equal quarterly payments, the first to begin on the day of            next, well and truly pay, or cause to be paid, to the said A. B., or his assigns, the sum of            for, or towards his support or maintenance, and find or provide for him sufficient meat, drink, washing, lodging, apparel, and attendance suitable to his state and situation, at the choice and election, from time to time, of the said A. B.

PROVIDED ALWAYS, and upon this condition, and it is the true intent and meaning of these presents, that if the said C. B., his heirs, executors and administrators, shall neglect or refuse to pay the said accounts, debts, judgments and demands, according to his covenant, aforesaid, or shall suffer the said A. B. to be put to any cost, charge, trouble or expense, on account of the same, or shall neglect or refuse to pay the said annual sum in manner aforesaid or to find and provide for the said A. B., as aforesaid, that then, in all, any or either of the cases aforesaid, it shall and may be lawful to and for the said A. B., all and singular the premises hereby granted to take, re-possess and enjoy, as in his former estate.

In witness, etc.

Signed, sealed, etc.

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FORM 335.

*(Another form.)*

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of the            of            in the Province of            merchant, for and in consideration of the natural love and affection which I bear unto my daughter C. B., and for her better preferment in marriage, and the increase of her portion; and also in consideration of the sum of one dollar

to me paid by my said daughter C. B., at and before the sealing and delivery hereof (the receipt whereof I do hereby acknowledge), have given, granted, bargained, sold, and by these presents do give, grant, bargain, and sell unto my said daughter C. B., all the goods and chattels following, to wit, etc. (or all those goods and chattels mentioned and expressed in the schedule or writing hereunto annexed.)

To have and to hold, all and singular, the premises hereby given and granted unto the said C. B., my daughter, her executors and administrators forever, as her and their own proper goods and chattels.

In witness whereof, I have hereunto set my hand and seal this                      day of                      18                      .

Witness,

— — —

FORM 336.

*Deed of Gift of Land.*

THIS INDENTURE, made the                      day of  
A.D. 18                      .

BETWEEN A. B., of the township of                      in the county  
of                      yeoman, of the one part, and C. D. (eldest son  
of the said A. B.), of the other part,

WITNESSETH, that the said A. B., as well for and in consideration of the natural love and affection which he hath and beareth unto the said C. D., as also for the better maintenance, support, livelihood, and preferment of him the said C. D., hath given, granted, and conveyed, and by

these presents doth give, grant, and convey unto the said C. D., his heirs and assigns, all that parcel or tract of land, etc. (*describing the premises.*) To have and to hold the said parcel or tract of land unto and to the only proper use and behoof of the said C. D., his heirs and assigns for ever. (*Add covenant against incumbrances and otherwise as the donor pleases.*)

In witness whereof, etc.

Signed, sealed, etc.

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FORM 337.

*Deed Poll by Executors*

TO ALL PERSONS TO WHOM THESE PRESENTS SHALL COME,  
 we,                      and                      both of, etc., executors of the last  
 will and testament of                      late of, etc., deceased,  
 send greeting.

WHEREAS the said                      in order to enable his said  
 executors fully to carry into effect his intentions, did, in and  
 by his last will and testament, authorize and empower his  
 said executors, in any manner which they should deem  
 proper, to make sale of, and execute and deliver deeds to  
 convey, all his the said testator's real estate: —

NOW THEREFORE KNOW YE, that, by virtue and author-  
 ity to us given by said                      in his last will and  
 testament, we, the said                      and                      executors as  
 aforesaid, in consideration of the sum of                      to us paid  
 by                      of, etc., (the receipt whereof is hereby acknow-

ledged,) have given, granted, bargained, sold, and conveyed, and by these presents do give, grant, bargain, sell, and convey, unto the said his heirs and assigns, the following described parcel of real estate which was the property of the said situated in and bounded and described as follows, to wit, etc.

TO HAVE AND TO HOLD the afore-granted premises to him the said his heirs and assigns, to his and their use and behoof forever. And we the said A. B. and C. D., do covenant with the said his heirs and assigns, that we are lawfully the executors of the last will and testament of said and that we have not made or suffered any incumbrance on the hereby-granted premises since we were appointed executors of said and that we have in all respects acted, in making this conveyance, in pursuance of the authority granted to us in and by the said last will and testament of the said

In testimony whereof, etc.

Signed, sealed, etc.

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FORM 338.

*Deed of Confirmation.*

THIS INDENTURE, made the day of  
A. D. 18 .

BETWEEN C. D., of, etc., a son, and one of the heirs of E. D., deceased, of the one part, and A. B., of, etc., of the other part.

WHEREAS, by a certain deed of bargain and sale bearing date on or about, etc., and made between E. F. and and the said C. D., of the one part, and the said A. B., of the other part, for the consideration of , the several messuages or tenements therein mentioned, and hereinafter, intended to be released and confirmed, are thereby granted

and conveyed, or intended so to be, unto and to the use of the said A. B., his heirs and assigns forever, as by the said indenture of bargain and sale, relation being thereunto had may more fully appear; And whereas, the said C. D., at the time of the date and making the said in part recited Indenture of bargain and sale, was not of the age of twenty-one years, but hath since attained to such his age of twenty-one years and hath this day                      before the execution of these presents, duly sealed and delivered the said in part recited Indenture of bargain of sale.

NOW THIS INDENTURE WITNESSETH, that as well in performance of a covenant for further assurance in the said Indenture of bargain and sale contained, as also for and in consideration of the sum of                      to him the said C. D., in hand paid by the said A. B., at and before the ensealing, etc., being his full part and share of, and in the before mentioned sum of                      agreed to be paid for the purchase of the said messuage, tenements, and hereditaments, the receipt whereof he the said C. D. doth hereby acknowledge, he the said C. D. hath remised, released, aliened, and quit-claimed, and by these presents doth remise, release, alien, and for ever quit-claim, and confirm unto the said A. B., in his actual possession now being by virtue of the before mentioned Indenture of bargain and sale, and to his heirs and assigns, all, etc.

TO HAVE AND TO HOLD unto and to the use of the said A. B., his heirs and assigns forever. (*Insert a covenant that he has done no act to encumber, except, etc., and for further assurance.*)

In witness, etc.

Signed, sealed, etc.

## FORM 339.

*Deed of Trust for Married Woman.*

THIS INDENTURE, made the       day of.       A.D. 18 .  
 BETWEEN       , of       , of the one part, and  
 of the other part:

WITNESSETH, that the said       for and in consideration of the sum of       to him in hand paid by the said       for the uses and upon the trusts hereinafter mentioned, at and before the ensealing and delivery hereof, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release and confirm unto the said       , his heirs and assigns forever, all that certain piece or parcel of land, situate, etc. (describe the premises): together with all and singular the buildings and improvements to the same belonging, or in any wise appertaining, and reversions and remainders, rents, issues and profits thereof:

TO HAVE AND TO HOLD the said piece or parcel of land with the appurtenances, hereby granted, or intended so to be, unto the said       , his heirs and assigns forever: In trust, nevertheless, and for the uses following, and none other, that is to say, for the sole and separate use of       the wife of       , of       , for and during her natural life, and so as she alone, or such person as she shall appoint, shall take and receive the rents, issues and profits thereof, and so as her said husband shall not in any wise intermeddle therewith; and, from and after the decease of the said       in trust for the use of the heirs of the body of the said       by the said       begotten, or to be begotten, forever; with power to the said       to sell and convey, in fee simple, the whole or any part of the aforesaid premises and appurtenances, to



any person or persons, and for such sum or sums of money as the said                    by writing under her hand and seal, and duly executed at any time during her natural life may appoint and direct: And the said                   , for himself, his heirs, executors and administrators, doth covenant and agree to and with the said                   , his heirs and assigns, by these presents, that he the said                    and his heirs, and said above-mentioned and described piece or parcel of land, with the appurtenances, unto the said                   , his heirs and assigns, against him, the said                    and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim, the same or any part thereof, shall and will warrant and forever defend by these presents.

Witness, etc.

Signed, sealed, etc.

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FORM 340.

*Quit Claim Deed.*

THIS INDENTURE, made (in duplicate) the                    day of  
A.D. 18   .

BETWEEN                   , of the first part;                    wife of the  
said party of the first part, of the second part; and  
of the third part:

WITNESSETH, that the said part                    of the first part, for and in consideration of                    of lawful money of Canada, to                    in hand paid by the said part                    of the third part, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), ha                    granted, released and quitted claim, and by these presents, do grant, release and quit claim unto the said part                    of the third part                    and assigns, all                    estate, right, title, interest, claim and demand whatsoever, both at law and in equity,



the said                      and his heirs and assigns to and for their own use forever.

And the said trustees covenant with the said                      that they have done no act to encumber the said lands.

In witness whereof we                      , the said                      ; and trustees as aforesaid, hereunto set our hands and seals this                      day of                      , in the year 18                      .

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FORM 342.

*Deed by Heir and Executors of a Vendor who has Died  
Pending a Contract of Sale.*

This indenture made in duplicate the                      day of                      , 18                      , between                      , of                      , heir-at-law, of the first part; and                      and                      , executors of the last will and testament of                      , deceased, of the second part; and                      , purchaser, of the third part, witnesseth:

Whereas by articles of agreement in writing, bearing date the                      day of                      , and made and entered into between said                      , deceased, of the one part, and the said purchaser of the other part, the said                      , deceased, contracted to sell the land and premises herein-after described to the said purchaser for the sum of                      dollars.

And whereas the said                      died on or about the                      day of                      , leaving the said party of the first part his sole heir-at-law surviving him, having by his will, duly executed, appointed the said parties of the second part joint executors of his said will, who duly proved the same in the surrogate court in and for the county of                      on the                      day of                      last.

Now this indenture witnesseth, that in pursuance of the said recited contract, and in consideration of the sum of                      dollars, paid by the said purchaser to the said

executors (the receipt whereof they hereby acknowledge), and also in consideration of the sum of one dollar paid by the said purchaser to the said party of the first part (the receipt whereof is hereby acknowledged), the said party of the first part, in respect only of such estate as is vested in him as such heir-at-law, but not further or otherwise, and at the request and by the direction of the said executors, testified by their joining herein, doth, by these presents, grant, remise, release and convey, and the said executors do, by these presents, release, ratify and confirm unto the said (*purchaser*) all that parcel of land, etc. To have and to hold, etc. In witness, etc.

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FORM 343.

*Deed by Mortgagor and Mortgagee of a Portion of the Mortgaged Premises.*

This indenture made the            day of           , 18   , between (*mortgages*) of           , party of the first part; (*mortgagor*) of           , party of the second part; and (*purchaser*) of           , party of the third part, witnesseth:

Whereas by indenture dated the            day of           , 18   , and registered in the registry office for the county of           , in liber for           , as No.           , made between (*mortgagor*) of the one part and (*mortgagee*) of the other part, the premises hereinafter described, together with other lands, were conveyed in mortgage to secure the payment of the sum of            dollars, with interest thereon, in accordance with the terms of said mortgage.

And whereas the said (*mortgagor*) has contracted to sell the premises hereinafter described, free from all incumbrances, to the said (*purchaser*) for the sum of            dollars, and the said (*mortgagee*) has agreed to concur in the conveyance of the same on receiving the said sum of            dollars, in part payment of his mortgage debt.

Now this indenture witnesseth, that in consideration of the sum of            dollars, paid by the said (*purchaser*) to the said (*mortgagee*) at the request and by the direction of the said (*mortgagor*), the receipt whereof is hereby acknowledged, and also in consideration of one dollar paid by the said (*purchaser*) to the said (*mortgagor*), the receipt whereof is hereby acknowledged, he, the said (*mortgagee*) doth by these presents grant, bargain, sell and convey, and he, the said (*mortgagor*), doth by these presents grant, bargain, sell and confirm unto the said (*purchaser*) all that parcel of land, etc., and all the estate, right, title and interest of them, the said (*mortgagor*) and (*mortgagee*) therein. To have and to hold, etc. (*Covenants by mortgagor.*)

In witness whereof, etc.

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FORM 344.

*Grant of Annuity.*

THIS INDENTURE, made the       day of       . A.D. 18   ,  
BETWEEN A. B., of       , of the one part, and C. D., of  
     , of the other part.

WITNESSETH, that the said A. B., for, and in consideration of the sum of       to him in hand paid, by the said C. D., at or before the sealing and delivery of these presents (the receipt whereof the said A. B. doth hereby acknowledge,) hath given, granted and confirmed, and by these presents doth give, grant and confirm unto the said C. D. and his assigns, one annuity of       to be received, taken, had, and to be issuing out of, all that messuage, etc., unto the said C. D. and his assigns, for, and during the natural life of him, the said C. D., payable and to be paid       yearly, by even and equal portions, the first payment to begin and be made on the       day of       , 18   . And if it shall happen that the said annuity of       , or any part thereof, be unpaid, in part or in all, by the space

of twenty-one days next after either of the said days or times of payment thereof. whereupon the same should or ought to be paid, as aforesaid: that then, and so often, at any time thereafter, it shall and may be lawful to, and for the said C. D., and his assigns, into and upon the said messuage and premises above mentioned, or any part thereof, to enter and distrain, and the distress and distresses then and there found, to take, lead, drive, carry away, and impound, and the same impound to take, hold and keep, until the said annuity and the arrears thereof (if any there shall be), together with all costs and charges thereabout, or concerning the same, shall be fully paid and satisfied. And the said A. B. for himself, his heirs, executors and administrators, doth covenant, grant and agree, to and with the said C. D., his executors, administrators and assigns, that he, the said A. B., his heirs, executors or administrators, shall and will, well and truly pay, or cause to be paid unto the said C. D., his executors, administrators or assigns, the said annuity, or yearly rent-charge, etc., at the days and times, and in the manner and form, as above expressed, and limited for payment thereof, according to the true intent and meaning of these presents. And also that the said messuage, etc., above mentioned, to be charged and chargeable with the said annuity hereby granted, shall, from time to time, be, and continue, over and sufficient for the payment of the said annuity of                      yearly, during the life of the said C. D.

In witness, etc.

Signed, sealed, etc.

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FORM 345.

*Grant of Annuity by Bond.*

KNOW ALL MEN BY THESE PRESENTS, that I, A. B., of, etc., am held and firmly bound unto C. D., of, etc., in the

WHEREAS the above bound A. B., on the day of the date of the above written obligation, has had and received to his own use, of and from the above named C. D., the sum of (the receipt whereof is hereby acknowledged) in consideration whereof the said A. B., has agreed to pay the said C. D., an annuity or clear yearly sum of for and during his natural life, to be paid in the manner hereinafter mentioned; Now, the condition of this obligation is such, that if the above bound A. B., his heirs, executors and administrators, or any of them, do and shall yearly, and every year during the natural life of the said C. D., well and truly pay or cause to be paid to him the said C. D., or his assigns, the clear yearly sum of in half-yearly payments of each, payable on the days of each and every in each and every year which shall occur during the natural life of the said C. D., then this obligation shall be void; but if default be made in any of said half-yearly payments, or any part of them, then the same shall remain and be in full force and virtue.

**Signed, sealed, etc.**

**FORM 346.**

*Deed Reserving Ground Rent.*

THIS INDENTURE, made the            day of            A. D. 18  
BETWEEN            of            and            his wife, of the  
one part, and            of the same place, of the other part

WITNESSETH, that the said                      and                      his wife as well for and in consideration of the sum of one dollar, of lawful money of Canada, unto them, at or before the sealing and delivery hereof, by the said                      well and truly paid, the receipt whereof is hereby acknowledged, as of the payment of the yearly rent and taxes, and performance of the covenants and agreements hereinafter mentioned which, on the part of the said                      his heirs and assigns, is and are to be paid and performed, have granted, bargained, sold, and confirmed, and by these presents do grant, bargain, sell, and confirm, unto the said                      his heirs and assigns, all that certain parcel, etc.

TO HAVE AND TO HOLD, the above-described parcel, with the appurtenances unto the said                      his heirs and assigns, to his and their sole use and behoof forever. Yielding and paying therefor unto the said                      his heirs and assigns, the yearly rent or sum of                      lawful money of Canada, in half-yearly payments, on the first day of the months of July and January, in each and every year hereafter, forever, without any reduction or abatement whatever, for, or by reason of, any charges, taxes, or assessments whatsoever, to be assessed on the said parcel hereby granted, or on the said yearly rent hereby, therefrom and thereout reserved and made payable; the first half-yearly payment to be made on the first day of July, 18                      . And upon default of paying the said yearly rent on the days and times and in the manner aforesaid, it shall and may be lawful for the said                      his heirs and assigns, to enter into and upon the said hereby granted premises, or any part or parcel thereof, and into the buildings thereon to be erected, and to distrain for such yearly rent so then in arrear and unpaid, and to proceed with and sell such distrained goods and effects according to the usual course of distresses for rent-charges. But, if sufficient distress for the purposes aforesaid and the payment of the charges attendant upon such levy cannot be found upon the said premises, it shall and may be lawful for the said                      his heirs and



assigns, wholly to re-enter upon the said parcel and all its improvements, and the same to have again, repossess and enjoy, as fully and completely as though this indenture had never been executed.

And the said            for himself, his heirs, executors, administrators and assigns, doth covenant, promise, and agree to and with the said           , his heirs and assigns, by these presents, that he, the said            the said yearly rent or sum of           , lawful money as aforesaid, shall and will well and truly pay, or cause to be paid, on the days and times hereinbefore mentioned and appointed for such payment, without any deduction or abatement for or by reason of any charges, taxes or assessments whatsoever; it being the express agreement of the parties hereto, that the said           , his heirs and assigns, shall pay all taxes whatsoever that shall hereafter be laid or assessed, by virtue of any law whatsoever, upon the herein granted parcel, or the buildings thereon to be erected, or the said yearly rent charged thereon, or upon either or all of them; also that he, the said           , his heirs or assigns, shall and will, within one year from the date hereof, erect and build on the said hereby granted parcel, a good and substantial brick or stone building, of sufficient value to secure the said yearly rent hereby reserved.

PROVIDED ALWAYS, nevertheless, that if the said           , his heirs or assigns, shall and do, at any time hereafter, pay, or cause to be paid, unto the said           , his heirs or assigns, the sum of            lawful money as aforesaid, and all arrearages of the said yearly rent to the time of such payment, then the same shall forever thereafter cease and be extinguished, and the covenant for payment thereof shall become void: and then he, the said           , his heirs or assigns, shall and will, at the costs and charges of the said grantor, his heirs and assigns, seal and execute a sufficient release and discharge of the said hereby reserved yearly rent, to the said           , his heirs and assigns,

forever, anything hereinbefore to the contrary contained notwithstanding. And the said                    for himself, his heirs, executors and administrators, doth covenant, promise and agree, to and with the said                   , his heirs and assigns, by these presents, that he the said                   , his heirs and assigns, paying the said yearly rent, or extinguishing the same, together with the taxes, and performing the covenants and agreements aforesaid, shall and may, at all times, hereafter forever, freely, peaceably and quietly have, hold and enjoy, all and singular the premises hereby granted, with the appurtenances, and take and receive the rents and profits thereof, without any molestation, interruption, or eviction, of the said                   , his heirs or any other person or persons whomsoever, lawfully claiming, or to claim, by, from or under, him, them or any of them.

In witness, etc.

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FORM 347.

*Composition with Creditors.*

Indenture made this            day of            18   , between the several persons whose names and descriptions are contained in the schedule hereto, hereinafter called the creditors, of the one part, and           , of           , of the other part. Whereas the said debtor is indebted to each of the creditors in the sum written opposite to his or her name in the schedule hereto; and whereas the creditors have agreed to accept a composition of            cents in the dollar in full discharge of their said debts; now this indenture witnesseth, and it is hereby mutually agreed and decided, as follows:

The said debtor shall, on or before the            day of            next, pay to each of the creditors who shall execute these presents before that day a composition of            cents in the dollar on his or her said debt, which the           , the said

creditors, hereby agree to accept in full satisfaction and discharge of their said respective debts. In case such compensation shall be duly paid each of them, the creditors do hereby release the said debtor, his heirs, executors, administrators, estate and effects, from his or her debt, and do agree that such release shall be binding and effectual, although some of the creditors of the said debtor may not execute these presents. Provided always, that in case the said debtor shall not on or before the said       day of       pay to each of the creditors, who shall execute these presents before such day, the said composition of       cents in the dollar on his or her debt, as hereinbefore provided, then these presents shall be void.

In witness, etc.

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SPECIAL CLAUSES IN COMPOSITION DEEDS.

FORM 348.

*Parties.*

Indenture made this       day of       , 18       , between       , hereinafter called the debtor, of the first part;       , of       , and       , of       , hereinafter called the trustees, of the second part; and the several persons, companies and firms, whose names and seals are hereunder signed and affixed respectively, being creditors of the said debtor, and all other creditors of the said debtor acceding hereto, hereinafter called the parties of the third part.

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FORM 349.

*Agreement to Pay and Accept Composition.*

And whereas it has been agreed that the said       shall pay to the said creditors a composition of       cents

in the dollar on the amount of their said respective debts, to be secured and paid in the manner hereinafter appearing, and the said creditors have agreed with the said and mutually each with the others to accept such composition in satisfaction of their debts, and to execute the release hereinafter contained, etc.

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FORM 350.

*Agreement to Pay Composition by Instalments.*

Now these presents witness, that in pursuance of such arrangement, and as well in consideration of the agreements on the parts of the said creditors respectively hereinafter contained, he the said debtor, doth truly agree to and with the said several creditors and firms respectively, that he, the said debtor, shall and will pay, or cause to be paid, to them, the said several creditors, respectively, or their respective executors, administrators or assigns, a composition of  
                                 cents in the dollar on the amount of their several  
 and respective debts, without any deduction whatsoever  
 by four equal instalments on the respective days following,  
 viz.: One equal fourth part of the said composition on the  
                                 day of                                  next; one other equal fourth part  
 thereof on the                                  day of                                  next; one other  
 equal fourth part thereof on the                                  day of                                  next;  
 and one other equal fourth part thereof on the                                  day  
 of                                  next; together with all the costs and expenses  
 whatsoever of and attending the preparation and execution  
 of these presents, and incident to the said composition, or  
 so far as the said estate will thereunto extend.

## FORM 351.

*Joint and Several Covenant by Debtor and Surety to Pay Composition.*

Now this indenture witnesseth, that in pursuance of the said agreements, and in consideration of the premises and of the release hereinafter contained, the said debtor and surety, jointly and severally, covenant with the said \_\_\_\_\_, or other, the trustee for the time being of these presents, that they or one of them will pay to the said trustee in trust for the said creditors, such a sum as shall be equal to \_\_\_\_\_ cents in the dollar on the total amount of the debt specified in the schedule hereunto annexed, by two equal instalments, the first of such instalments to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ next, and the second instalment on the \_\_\_\_\_ day of \_\_\_\_\_ next.

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## FORM 352.

*Agreement of Creditors to Accept Composition.*

And also that they, the said several creditors and firms, do hereby severally, but so far only as relates to their and his own separate acts, claims and demands, and subject to the proviso hereinafter contained for avoiding the agreement hereby made, in the event hereinafter mentioned, agree to and with the said debtor and sureties, and each of them, that they, the said several creditors, and each of them, respectively, shall and will receive and accept the said composition, or the proceeds of the said estate, if insufficient to pay it, in full satisfaction of the amount of

their said respective debts, claims and demands, by the instalments, and on the days hereinbefore appointed for payment thereof.

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## FORM 353.

*Covenant of Debtor to Assist Trustees.*

And that he will, to the best of his ability, assist the trustees in carrying on the said business, as aforesaid, and in winding up the same, and in obtaining possession of and realizing all the property and effects hereby conveyed, in accordance with the directions that shall from time to time be given him in that behalf by the said trustees, and will execute and do all such assurances and things as may be necessary for effectuating these purposes.

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## FORM 354.

*Power for Trustees to Arrange with Non-Assenting Creditors.*

The trustees, in their discretion, may also pay in full, or make such compromises or arrangements with any creditor or creditors, secured or otherwise, of the debtor, who shall refuse to execute or accede to, or approve of, these presents, for the payment or satisfaction of his or their respective claim or claims, and may pay the costs of any such creditor or creditors who shall institute any proceeding against the debtor for recovery of his or their respective claim or claims.

## FORM 355.

*On Default, Deed to be Voidable at any Creditor's Election.*

Provided always, and it is hereby agreed and declared that, in case any of the said notes shall not be paid when they respectively become due and payable; or, in case there shall be any default on the part of either the said debtor or surety in the performance of the covenant hereinbefore contained, then, in such case, as to any creditor, in respect of whom such default shall have been made, these presents shall, subject to the proviso and agreement hereinafter contained, be voidable at his election, but without prejudice to any acts that may have been theretofore done in pursuance hereof.

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## FORM 356.

*Creditors Electing to Avoid the Deed to Discharge Surety.*

Provided, nevertheless, and it is hereby agreed and declared, that in case any creditor shall elect to avoid these presents under the above proviso, then the said surety shall thenceforth stand released from all further liability under the covenants hereinbefore contained; or, upon any promissory notes, not then already due, made in pursuance of the said covenants in favour of such creditor, as aforesaid, and such creditor shall erase, or cause to be erased, from any such promissory note not already due, the name of the said surety, without prejudice, nevertheless, to the rights of such creditor against the said debtor, and shall indemnify the said surety against all liability on such note.

*Transfer of Land under Decree or Order of a Court of  
Competent Jurisdiction—Dominion Land Titles  
Act, 1894.*

Dated the            day of            18

Signed by the above named }  
in the presence }  
of } [Official seal.]

(State mortgages and encumbrances referred to).

*Transfer of Land under Process of Law—Dominion  
Land Titles Act, 1894.*

I,                    of                    the person appointed to execute the powers herein after mentioned, in pursuance of a writ dated the                    day of                    18                    and issued out of (insert name of Court), a Court of competent jurisdiction, in an action wherein                    is the plaintiff, and                    the defendant, which said                    is registered as the owner of the land hereinafter described, subject to the mortgage and encumbrances notified hereunder, do hereby, in consideration of the sum of                    paid to me, as afore-said, by E. F. (insert addition) transfer to the said E. F. all that piece of land (here insert a sufficient



description of the land, and refer to the debtor's certificate of title or grant).

Signed by the above named	}	[Signature with official seal.]
in the presence		
of		

Mortgages and encumbrances referred to. (*State them*).

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FORM 291c.

*Transfer under Dominion Land Titles Act, 1894.*

I, A. B., being registered owner of an estate (*state the nature of estate*), subject, however, to such encumbrances, liens and interests as are notified by memorandum under-written (*or endorsed hereon*), in all that certain tract of land containing        acres, more or less, and being (part of)        section, township        range in the (*or as the case may be*), (*here state right of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant, refer thereto for descriptions of parcels and diagrams; otherwise set forth the boundaries and accompany the description by a diagram*), do hereby in consideration of the sum of        dollars paid to me by E. F., the receipt of which sum I hereby acknowledge, transfer to the said E. F. all my estate and interest in the said piece of land (*when a lesser estate describe such lesser estate*).

I witness whereof I have hereunto subscribed my name this        day of        18

Signed by the said A. B. in the	}
presence of	



description of the land, and refer to the certificate of title).

Dated the            day of            18

Signed by the above named }  
in presence of }

(Signature and official seal.)

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FORM 325b.

*Deed to Trustees for Church—Manitoba.*

(R. S. M. c. 20.)

This indenture, made in duplicate the    day of  
in the year of our Lord 18            in pursuance of the  
Act respecting Short Forms of Indentures, between  
of the first part, and            as trustees for the con-  
gregation of            Church in            in Manitoba,  
of the second part:

Witnesseth that in consideration of            lawful  
money of Canada, now paid by the said parties of the  
second part to the said party of the first part (the re-  
ceipt whereof is hereby by him acknowledged), he, the  
said party of the first part, doth grant unto the said  
parties of the second part, their successors and assigns,  
forever: all and singular that certain parcel or tract of  
land and premises situate, lying and being            To  
have and to hold unto and to the use of the said parties  
of the second part, and their successors as trustees  
for the congregation of            Church  
in            in Manitoba, forever.

The said party of the first part covenants with the  
said parties of the second part (*here insert the usual  
covenants*).

In witness whereof, etc.

## GUARANTEES.

## FORM 357.

*Guarantee to Manufacturer for Sales of Goods.*

In consideration of one dollar to each of us, in hand paid by the                      Manufacturing Co. of                      and in consideration that it shall sell to                      , of                      , such goods as he may order from time to time, we do each of us hereby guarantee to the                      Manufacturing Co., the prompt payment, in                      days from the date of each sale, of the price of all such goods sold to said

by the said Manufacturing Company.

This agreement is a continuing guarantee, and is to be in full force and effect until revoked by us by a written notice delivered to the said Manufacturing Company, and we each of us hereby waive any notice to us, or either of us, of the sale of any goods made under this guarantee, and also waive any demand for payment thereof upon the purchaser. We also agree that this guarantee shall not be, affected by the taking of any note or other obligation for the payment of the price of such goods sold to said

by said Manufacturing Company, or by its taking any security for such payment.

In witness, etc.

## FORM 358.

*Guarantee to Bankers.*

To Messrs.                      & Co., Bankers, at                      :

Gentlemen,—In consideration of your consenting, at my request, to continue a banking account now kept by you with the firm of                      & Co., and to make advances

from time to time thereon, I, the undersigned, hereby guarantee the payment of the current balance for the time being, due from the said firm to you, or to you and your future partner or partners, on the balance of account, for or on account, or in consequence of any notes, bills, loans, payments, discounts or other banking transactions made, entered into, or carried on by your firm to or for the use or on the account of the firm of & Co., or for interest, commission or any other usual charges, or in consequence of any dealings or transactions whatever between your firm and the firm of & Co. or on its account: Provided that the whole amount of money to be ultimately recoverable by virtue of this agreement shall not exceed dollars.

And for the consideration aforesaid I further agree that this document shall operate as a continuing guarantee, and that no advance or advances you may from time to time make to the firm of & Co., beyond the extent before mentioned, nor the possession of any guarantee from any other person or persons, nor any other security or securities, nor any change whatsoever in the firm of

& Co., or in the firm or partnership arrangements of your house, whether arising from death or otherwise, shall in any way determine or prejudice my liability under this agreement.

Witness, etc.

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FORM 859.

*Guarantee for Goods sold to a Third Person.*

To Messrs & Co of , and the persons who now or may from time to time constitute said firm :

Gentlemen :— In consideration of your supplying Mr. of with goods upon credit, I hereby

guarantee you the due and regular payment of such sum and sums of money as at any time, and from time to time, hereafter, he shall owe you for goods as supplied, or for any other account; but I am not to be answerable for more than                      dollars in respect of his dealings with you, and I give you full liberty to extend the period of credit to the said                      and to hold over or renew any bills, notes or other securities which you may at any time hold, and to grant him and the persons liable upon bills notes or other securities any indulgence, and to compound or otherwise compromise with him and them as you may think fit, without the same discharging or in any manner affecting my liability, by virtue of this guarantee or creating a set-off or claim against the said sum of                      dollars, in respect of any dividend or payment you may receive on account from the said                      , or the persons liable as aforesaid, or his or their assigns, or on any security you may hold.

Dated this                      day of                      18                      .

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FORM 360.

*Another Form.*

To                      of                      in consideration of your having at my request consented to sell goods to Mr.                      of                      , I hereby guarantee to you the payment of such sum or sums of money as may at any time or times hereafter become due to you from him in respect of goods sold, and you are at liberty to give him at any time, and from time to time, such extension of credit as you may think proper, but my liability is not to exceed                      dollars for which sum this shall be a continuing guarantee.

Dated this                      day of                      18                      .

FORM 361.

*Guarantee of Payment of Debt by Instalments in Consideration of Staying Suit.*

To                      of                      :

In consideration of your staying proceedings in the action you have commenced against                      , in the County Court of the County of                      , to recover the sum of                      dollars, I hereby guarantee to you that amount by weekly instalments of                      dollars, and in default of payment of any one instalment I further agree that the balance then due of the said sum of                      dollars shall be recoverable against me upon this guarantee.

Dated this                      day of                      , 18                      .

FORM 362.

*Guarantee of Bond by Indorsement.*

For value received, the                      Railroad Co. hereby guarantee to the holder hereof, payment of interest on the within bond of the                      Steamship Co., and also the payment of the principal thereof when the same becomes due and payable according to the tenor thereof. In witness whereof the                      Railroad Co. has caused these presents to be subscribed by its president, and its corporate seal to be affixed and attested by its secretary, by express authority of its Board of Directors, this day of                      , 18                      .

FORM 363.

*Guarantee of Rent to be Indorsed on a Lease.*

In consideration of the making of the within written lease I do hereby covenant and agree with the within

named lessor, his heirs, executors, administrators and assigns, that if default shall at any time be made by the said lessee, his executors, administrators or assigns, in the payment of the rent or the performance of the covenants in the within lease contained, on his and their part to be paid and performed, that I will well and truly pay the said rent, or any arrears thereof that may remain due, and also all damages that may arise in consequence of the non-performance of said covenants, or either of them, without requiring notice of any such default from the said lessor or other person having his estate in said premises.

Witness my hand and seal, this                      day of

18

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FORM 863a.

*Form of Guarantee by Assignor of Mortgage.*

And the said assignor hereby covenants with the said assignee, that the said indenture of mortgage is a good, valid, and sufficient security for the said principal and interest now imposed thereon, and the said assignor hereby guarantees the due payment by the mortgagor, his heirs or assigns, of the said principal money and interest.

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## LEASES.

## FORM 364.

*Lease of House.*

THIS INDENTURE, made the                      day of  
A.D. 18                      ,

BETWEEN

WITNESSETH, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said part                      of the second part,                      executors, administrators and assigns, to be paid, observed and performed                      the said part                      of the first part ha demised and leased, and by these presents do demise and lease unto the said part                      of the second part,                      executors, administrators and assigns, all that messuage or tenement situate, lying and being                      , together with all houses, outhouses, yards and other appurtenances thereto belonging or usually known as part or parcel thereof, or as belonging thereto :

To have and to hold the said premises unto the said part                      of the second part                      executors, administrators and assigns, for and during the term of                      to be computed from the                      day of                      , 18                      , and from thenceforth next ensuing, and fully to be complete and ended : yielding and paying therefor yearly and every year during the said term hereby granted, unto the said part                      of the first part,                      heirs, executors, administrators or assigns, the sum of                      to be payable                      on the following days and times, that is to say :

The first of such payments to become due and be made on the                      day of                      next, and the last of such payments to be made in advance on the day of                      preceding the expiration of the said term

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said yearly rent hereby reserved or any part thereof, shall at any time remain unpaid for the space of twenty-one days, after any of the days on which the same shall become due and payable, or if a breach or default shall be made in any of the covenants hereinafter contained by the said part                      of the second part,                      executors, administrators or assigns, then and in every such case it shall be lawful for the said part                      of the first part,                      heirs, executors, administrators or assigns, into and upon the said premises or any part thereof in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy, as if these presents had never been executed; And the said part                      of the second part, for                      heirs, executors, administrators or assigns, do                      hereby covenant, promise and agree to and with the said part                      of the first part,                      heirs, executors, administrators and assigns; that                      the said part                      of the second part,                      executors, administrators and assigns, shall and will well and truly pay of cause to be paid to the said part                      of the first part,                      heirs, executors, administrators or assigns, the said yearly rent hereby reserved, at the times and in the manner hereinbefore appointed for the payment thereof; And also, shall and will, from time to time, and at all times during the said term, keep in good and sufficient repair the said premises hereby demised, reasonable wear and tear and accidents by fire and tempest excepted: And the same, so kept in repair, shall and will at the end, expiration or other sooner termination of the said term, peaceably and quietly yield and deliver up to the said part                      of the first part,                      heirs, executors, administrators or assigns;

And also shall and will well and truly pay or cause to be paid all taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether parliamentary, local or otherwise, which now are or which during the continuance of this demise shall at any time be rated, taxed or imposed on or in respect of the said demised premises, or any part thereof; And also, that it shall be lawful for the said part of the first part, heirs, executors, administrators and assigns, and their agents respectively, either alone or with workmen or others, from time to time, at all reasonable times in the daytime during the said term, to enter upon the said demised premises, and every part thereof, to view and examine the state and condition thereof, and in case any want of reparation or amendment be found on any such examination, the said part of the second part, executors, administrators or assigns, shall and will from time to time cause the same to be well and sufficiently repaired, amended and made good within one month next after notice in writing shall have been given to or left at or upon the said hereby demised premises for that purpose; And if the said part of the second part, executors, administrators or assigns, shall fail in making the necessary repairs in manner hereinbefore described, that it shall be lawful for the said part of the second part, heirs, executors, administrators and assigns, and agents, to enter into and upon the said hereby demised premises, and have the same repaired in a proper manner, and to render the account for such repairs to the said part of the second part, executors, administrators and assigns, and demand payment for the same, and if default is made, to sue for the same in any court of law, having jurisdiction over the same:

And the said part of the second part, executors, administrators or assigns, shall not, nor will at any time or times during the continuance of this demise, sell, assign, let or otherwise part with this present lease, or the

The first of such payments to become due and be made on the                      day of                      next, and the last of such payments to be made in advance on the day of                      preceding the expiration of the said term

PROVIDED ALWAYS, and these presents are upon this express condition, that if the said yearly rent hereby reserved or any part thereof, shall at any time remain unpaid for the space of twenty-one days, after any of the days on which the same shall become due and payable, or if a breach or default shall be made in any of the covenants hereinafter contained by the said part                      of the second part,                      executors, administrators or assigns, then and in every such case it shall be lawful for the said part                      of the first part,                      heirs, executors, administrators or assigns, into and upon the said premises or any part thereof in the name of the whole, to re-enter, and the same to have again, re-possess and enjoy, as if these presents had never been executed; And the said part                      of the second part, for                      heirs, executors, administrators or assigns, do                      hereby covenant, promise and agree to and with the said part                      of the first part,                      heirs, executors, administrators and assigns; that                      the said part                      of the second part,                      executors, administrators and assigns, shall and will well and truly pay of cause to be paid to the said part                      of the first part,                      heirs, executors, administrators or assigns, the said yearly rent hereby reserved, at the times and in the manner hereinbefore appointed for the payment thereof; And also, shall and will, from time to time, and at all times during the said term, keep in good and sufficient repair the said premises hereby demised, reasonable wear and tear and accidents by fire and tempest excepted: And the same, so kept in repair, shall and will at the end, expiration or other sooner termination of the said term, peaceably and quietly yield and deliver up to the said part                      of the first part,                      heirs, executors, administrators or assigns;

And also shall and will well and truly pay or cause to be paid all taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether parliamentary, local or otherwise, which now are or which during the continuance of this demise shall at any time be rated, taxed or imposed on or in respect of the said demised premises, or any part thereof; And also, that it shall be lawful for the said part of the first part, heirs, executors, administrators and assigns, and their agents respectively, either alone or with workmen or others, from time to time, at all reasonable times in the daytime during the said term, to enter upon the said demised premises, and every part thereof, to view and examine the state and condition thereof, and in case any want of reparation or amendment be found on any such examination, the said part of the second part, executors, administrators or assigns, shall and will from time to time cause the same to be well and sufficiently repaired, amended and made good within one month next after notice in writing shall have been given to or left at or upon the said hereby demised premises for that purpose; And if the said part of the second part, executors, administrators or assigns, shall fail in making the necessary repairs in manner hereinbefore described, that it shall be lawful for the said part of the second part, heirs, executors, administrators and assigns, and agents, to enter into and upon the said hereby demised premises, and have the same repaired in a proper manner, and to render the account for such repairs to the said part of the second part, executors, administrators and assigns, and demand payment for the same, and if default is made, to sue for the same in any court of law, having jurisdiction over the same:

And the said part of the second part, executors, administrators or assigns, shall not, nor will at any time or times during the continuance of this demise, sell, assign, let or otherwise part with this present lease, or the

said premises hereby demised, or any part thereof, to any person or persons whomsoever, for the whole or any part of the said term, nor alter, change or remove any part of the said premises, yards or offices, externally or internally, without the license or consent in writing of the said part of the first part, heirs, executors, administrators or assigns, from time to time first had and obtained:

And the said part of the first part, for heirs, executors, administrators and assigns: covenant with the said part of the second part, executors, administrators and assigns, that the said part of the second part, executors, administrators and assigns, well and truly paying the rent hereinbefore reserved, and observing, performing and keeping all the covenants hereinbefore contained, shall and may from time to time, and at all times during the said term, peaceably and quietly enjoy the said premises hereby demised without molestation or hindrance:

And if the term hereby demised shall at any time be seized or taken in execution, or in attachment by any creditor of the party of the second part, or if the said party of the second part shall make any assignment for the benefit of creditors, or being bankrupt or insolvent shall take the benefit of any act in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and said term shall immediately become forfeited and void, but the next current rent shall nevertheless be at once due and payable.

In witness whereof, etc.

Signed, sealed, etc.

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## FORM 365.

*Short House Lease.*

THIS INDENTURE, made the       day of       A.D. 18   ,  
in pursuance of the Act respecting Short Forms of Leases,

BETWEEN       , hereinafter called the lessor   of  
the first part, and       hereinafter called the lessee  
of the second part,

WITNESSETH, that in consideration of the rents, cove-  
nants and agreements hereinafter reserved and contained  
on the part of the said lessee,       executors, administra-  
tors and assigns, to be paid, observed and performed, he  
the said lessor ha       demised and leased, and by these  
presents do       demise and lease unto the said lessee,  
executors, administrators and assigns, all th       certain  
                 together with all the rights, members and  
appurtenances whatsoever to the said premises belonging  
or appertaining.

TO HAVE AND TO HOLD the said demised premises, with  
their appurtenances, unto the said lessee,       executors,  
administrators and assigns, for and during the term of  
                 to be computed from the       day of       ,  
18   , and from thenceforth next ensuing, and fully to be  
completed and ended, yielding and paying therefor yearly  
and every year, during the said term hereby granted unto  
the said lessor,       heirs, executors, administrators or  
assigns, the sum of       dollars of lawful money of  
Canada, to be payable on the following days and times,  
that is to say:       on the       days of       and  
                 in each year during the said term, the first of such  
payments to become due and be made on the       day  
of       next, and the last of such payments to be made  
in advance on the day of payment of rent, next preceding  
the expiration of the said term.

And the said lessee covenant       with the said lessor to  
pay rent: and to pay taxes: and to repair (reasonable wear

and tear, and accidents by fire or tempest excepted): and to keep up fences, and not to cut down timber: and that the said lessor may enter and view the state of repair, and that the said lessee will repair according to notice, and will not assign or sub-let without leave: and will not carry on any business that shall be deemed a nuisance on said premises: and that he will leave the premises in good repair:

And also that if the term hereby granted shall be at any time seized, or taken in execution, or in attachment by any creditor of the said lessee, or if the said lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the said term shall immediately become forfeited and void, and the full amount of the current rent shall be at once due and payable: and also, that if the said premises be destroyed, or so much injured as to become unfit for occupation by fire or other casualty not caused by the wilful default or neglect of the said lessee, executors, administrators or assigns, the said term hereby demised shall cease, and the current rent shall be duly apportioned and the due proportionate part thereof shall be at once due and payable.

Proviso for re-entry by the said lessor on non-payment of rent or non-performance of covenants, or seizure or forfeiture of the said term for any of the causes aforesaid. The said lessor covenant with the said lessee for quiet enjoyment.

In witness whereof, etc.

Signed, sealed, etc.

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## SPECIAL COVENANTS IN LEASES.

## FORM 366.

*To Paint.*

And in particular will, once in every three years of said term, paint the outside wood and iron work of said premises with two coats of best oil paint, in a proper and workmanlike manner, of a color to be approved by the lessor, his heirs or assigns; and will, in like manner, once in every seven years of said term, paint all the inside wood and iron work previously or usually painted.

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## FORM 367.

*To maintain Gardens and Pleasure Grounds.*

And also will, at all times during the said term, maintain the gardens and pleasure grounds of the said premises in good order and properly planted, and carefully preserve the timber trees and all ornamental and fruit-trees, bushes and shrubs which are now or may at any time during the said term be growing on the said premises, and replace such of the shrubs and plants as may die or require replacing.

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## FORM 368.

*To submit Plan of Alterations.*

That he and they will not make or suffer any alterations or additions in the demised premises without first

having submitted the plan, or a sufficient specification thereof, to \_\_\_\_\_ of \_\_\_\_\_, or in case of his decease, absence or inability to act, to some skilled architect or mechanic named by the lessors or those having their estate, and having obtained his opinion in writing that the intended alterations or additions will not impair the strength or durability of the buildings, the services of said \_\_\_\_\_, or other person, to be paid for by the lessees.

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FORM 369.

*To obtain Approval before making Alterations.*

And also, before making any alterations in any of the buildings on said premises, will obtain the approval in writing of the lessor, his heirs or assigns, to the plans and specifications of such intended alterations, and will make the same in such manner as shall be so approved.

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FORM 370.

*To Expend a Certain Sum in Improvements.*

That he, the said lessee, or his representatives or assigns, will, within the first six months of the term hereby granted, lay out and expend the sum of \_\_\_\_\_ dollars, at least, in substantial alterations, of a nature to improve the demised premises generally as a place of business, to be made in a workmanlike manner; the application of said sum to be from time to time inspected and approved by such proper persons as the lessors or those having their estate shall appoint to inspect the same; and also will, when required, render to the lessors or those having their estate an account and vouchers of said expenditures.

## FORM 371.

*Not to Use the Premises for Trade.*

And also will not use the said premises, or permit the same to be used, for the purposes of any business, trade or manufacture of any description, or for any school or teaching of music, or for lodgings, or for a boarding-house.

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## FORM 372.

*To Use as Offices Only.*

And also will not use and occupy the said premises, or permit the same to be used or occupied, otherwise than as offices, or for any purpose, or in any manner inconsistent with such occupation, nor so as to be a damage or annoyance to the occupants of other offices in the same building.

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## FORM 373.

*Not to Carry on Offensive Trade.*

And also will not carry on or permit upon the said premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance, nor use the same, nor allow the same to be used, for any illegal or immoral purpose, but will use the same as a private dwelling-house, or for carrying on handicrafts or occupations of a quiet and inoffensive nature only, or

Not to do anything which shall be a nuisance to the neighborhood. Will not do, or suffer to be done, in or upon the said premises any act or thing which shall or may be a nuisance, annoyance, inconvenience or damage to the lessor or his tenants, or to the occupants of adjoining houses or of the neighborhood.

## FORM 374.

*Not to Assign or Underlet without License.*

And also will not assign or underlet said premises, or any part thereof, without the previous consent in writing of the lessor, his heirs or assigns (provided that such consent shall not be unreasonably or arbitrarily withheld, to an assignment or underletting of the said premises, or any part thereof, to a respectable and responsible person).

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## FORM 375.

*To consume Hay, etc., on Premises.*

And also will consume all the hay, straw, fodder, turnips, and other root crops on the premises, and will in every year carry out and spread at proper times and in a husbandlike manner, on the demised premises, all manure, muck, and compost produced or prepared on said premises.

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## FORM 376.

*To leave Unspent Hay and Manure.*

To leave upon the said premises all the unspent hay, clover, straw, turnips, or other root-crops, and all manure and compost, for the benefit of the lessor, or the incoming tenant, who shall pay a reasonable price therefor, such price, in case of dispute, to be settled by arbitration in the usual manner.

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## FORM 377.

*To keep Farm in Good Condition.*

And will keep the said farm-house and buildings, and all things in and about the same, and all fences, ditches, drains, fixtures, and things upon or about the said farm and

lands, in good condition and complete repair, without any alteration except such as the lessor, his heirs or assigns, shall approve of.

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## FORM 378.

*To properly Cultivate a Farm.*

And will cultivate, manure, and manage the said farm and lands in a fair and proper manner, according to the most approved course of husbandry, and will not convert into arable land any land now in pasture and meadow, without the consent of the lessor, his heirs or assigns.

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## FORM 379.

*To pay Share of Expenses of Repairing Ways, etc.*

And also will, from time to time, pay and allow a reasonable proportion towards the expenses of making, supporting, and repairing all ways, roads, pavements, party-walls, or party-fence walls, or fences, gutters, drains, sewers, pipes, and watercourses which shall be used for the convenience of the premises, or any part thereof, in common with the owners or occupants of adjoining lands or buildings; and that, in default of payment of such proportion, the same shall be recoverable as, or in the nature of, rent in arrear.

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## FORM 380.

*Covenant to Build to be used in a Building Lease.*

And will within                      months after the execution of these presents commence, and without intermission and with reasonable expedition proceed with the erection of a building, to be used for mercantile purposes, upon the

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demised land, and will at his own expense completely finish the same for use and occupation, on or before the day of \_\_\_\_\_, in a substantial and workmanlike manner, according to such plans, elevations, sections, conditions, and specifications, as shall be previously approved of in writing by the lessor, and under the inspection and in all respects to the satisfaction of the architect for the time being of the lessor; and will expend in erecting said building at least the sum of \_\_\_\_\_ dollars; and will at all times produce and show to the lessor, or to his architect for the time being, bills and vouchers for the materials and labor used and employed in and about the said building, and will upon the completion of said building pay to such architect a fee of \_\_\_\_\_ dollars.

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FORM 381.

*To keep Lawn and Garden in Order.*

And also will, at his and their own costs, keep up and preserve in good condition the lawn and garden belonging to the said dwelling-house, and the fences and walls around and about the same, in the same order and form as the same respectively are now in; and will do, or cause to be done, in proper and reasonable times of the year, and in a proper manner, all necessary work in and to the same, and, in particular, for the preserving and cherishing the fruit-trees, herbs, shrubs, plants, flowers, and roots now growing, or henceforth during the said term to grow therein, and will properly and seasonably manure and cultivate the same during the said term.

## FORM 382.

*To properly Manage a Hotel.*

And will during said term personally reside in said hotel and keep it open in due and proper course of business as a public house, and neither use nor suffer the same to be used for any other purpose, and will use his best endeavors to preserve and extend the trade thereof; and will conduct and manage the same in a proper and orderly manner, and will not do, or suffer anything to be done, to the detriment of said house.

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## FORM 383.

*To permit Lessor to put up Notice for Re-Letting.*

And also that it shall be lawful for the lessor, his heirs or assigns, or his or their agents, at any time within calendar months before the expiration or sooner determination of the said term, to enter upon the said premises, and to affix upon any suitable part thereof a notice for re-letting the same, and will permit all persons having written authority therefor to view the said premises at all seasonable hours.

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## FORM 384.

*To permit Lessor to Repair Adjoining Buildings.*

And will permit the workmen of the lessor, his heirs or assigns, and his or their tenants of the adjoining premises belonging to him, such tenants having previously obtained his written consent, to enter into the said demised premises for the purposes of repairing the adjoining premises, making reasonable compensation to the lessee, his executors, administrators or assigns, for all damages occasioned thereby.

## FORM 385.

*To Insure.*

And will, during the said term, keep the said buildings and premises hereby demised insured against fire in some responsible office in the sum of                      dollars at the least, in the joint names of the lessor, his heirs or assigns, and of the lessee, his executors, administrators or assigns, and, whenever required, produce to the lessor the policy and receipt for the last premium in respect of such insurance; and in case the destruction or damage of the said premises by fire, the moneys received in respect of such insurance shall be laid out in re-building or reinstating the same, (and in case such moneys shall be insufficient, for such purposes, the deficiency shall be made good by the lessor).

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## FORM 386.

*Not to do anything to Increase Rate of Insurance.*

And also will not carry on, or permit upon, the said premises any trade or occupation, or suffer to be done any other thing, which may render any increased or extra premium payable for the insurance of the said premises against fire, or which may make void or voidable any policy for such insurance.

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## FORM 387.

*Farm Lease.*

THIS INDENTURE, made the                      day of                      ,  
A.D. 18                      ,  
BETWEEN                      (hereinafter called the lessor                      )  
of the first part; and                      (hereinafter called the  
lessee                      ) of the second part;



WITNESSETH, that for and in consideration of the yearly rent, covenants, and conditions hereinafter reserved and contained, he the said lessor do demise, lease and to farm let, unto the said lessee executors, administrators and assigns, all that certain parcel or tract of land, situate, lying and being in the together with all erections and buildings, barns, stables and other outhouses thereupon erected, standing and being, or hereafter during the said term to be erected, standing and being, and together also with all ways, paths, passages, waters, watercourses, privileges, advantages and appurtenances whatsoever to the same premises belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said lessee executors, administrators and assigns, for the term of to be computed from the day of in the year of our Lord 18 , yielding and paying therefor yearly and every year during the said term unto the said lessor the clear yearly rent or sum of of lawful money of Canada, on the day of the month of in each and every year during the said term, without any deduction, defalcation or abatement thereout on any account whatsoever, the first of such payments to become due and to be made on the

And the said lessee do hereby for heirs, executors, administrators and assigns, covenant, promise and agree to and with the said lessor, heirs and assigns in manner following, that is to say: That the said lessee executors, administrators or assigns, or some or one of them, shall and will well and truly pay, or cause to be paid, unto the said lessor heirs or assigns, the said yearly rent of on the days and times, and in manner hereinbefore mentioned and appointed for payment thereof; without any deduction or abatement thereout on any

account whatsoever. And also shall and will from time to time, and at all times during the said term, well and truly pay or cause to be paid, all taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether parliamentary, municipal or otherwise, which now are, or which during the continuance of the said term hereby demised, shall at any time be rated, charged, assessed or imposed on said premises, or any part thereof.

And that the said lessee will, during the said term, cultivate, till, manure and employ such part of the said demised premises as is now, or shall hereafter be brought under cultivation, in a good, husband-like and proper manner, so as not to impoverish or injure the soil, and plough said land in each year during said term inches deep, and at the end of said term will leave the said land so manured as aforesaid. And will crop the same during the said term by a regular rotation of crops in a proper, farmer-like manner, so as not to impoverish or injure the soil of the said land, and will use his best and earnest endeavours to rid said land of all docks, wild mustard, red roots, Canada thistles and other noxious weeds. And will preserve all orchard and fruit trees (if any) on the said premises, from waste, damage or destruction; And will spend, use and employ, in a husband-like manner, upon the said premises, all the straw and dung which shall grow, arise, renew or be made thereupon; And will allow any incoming tenant to plough the said land after harvest in the last year of the said term, and to have stabling for two horses and bed room for one man. And will leave at least ten acres seeded down with timothy and clover seed.

And shall not nor will during the said term cut any standing timber upon the said lands, except for rails or for buildings upon the said demised premises, or for firewood upon the premises, and shall not allow any timber to be removed from off the said premises; And also shall and

will, at the costs and charges of the said lessee well and sufficiently repair and keep repaired the erections and buildings, fences and gates erected or to be erected upon the said premises.

And also shall and will at the expiration or other sooner determination of this lease, peaceably and quietly leave, surrender and yield up unto the said lessor heirs or assigns the said premises hereby demised, in such good and sufficient repair as aforesaid (reasonable use and wear thereof, and damage by fire or tempest only excepted);

And also that it shall be lawful for the said lessor, heirs and assigns, twice or oftener in every year during the said term, to enter upon the said demised premises, to view the state and condition of the same, and that the said lessee executors, administrators or assigns, will repair the same according to notice;

And also shall not, nor will, at any time during the said term, assign, transfer or sublet the said premises hereby demised without the license and consent of the said lessor

heirs or assigns, in writing, for that purpose first had and obtained;

PROVIDED ALWAYS that if the said yearly rent hereby reserved, or any part thereof, shall be in arrear for twenty-one days after any one of the days appointed for payment thereof as aforesaid, whether the same shall be lawfully demanded or not: or if the said lessee executors administrators or assigns, shall assign or sublet the said premises without such license as aforesaid; or in case of breach of any of the covenants herein contained, then, and in any of the said cases, it shall be lawful for the said lessor

heirs or assigns, into or upon the said premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy as in his and their first and former estate, and the said lessee executors, administrators and assigns, and all persons claiming under

thereout to expel, put out and remove, anything hereinbefore contained to the contrary notwithstanding ;

And the said lessor do hereby for heirs and assigns, covenant, promise and agree to and with the said lessee, executors, administrators and assigns, that he and they paying the said rent, and performing the covenants herein contained on and their parts, shall and may peaceably and quietly enjoy the said premises during the said term, without any molestation, hindrance or disturbance of, from or by the said lessor heirs and assigns, or any other person claiming under him or them.

And also, that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said lessee or if the said lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and the said term shall immediately become forfeited and void, but the next current rent, shall, nevertheless, be at once due and payable.

In witness, etc.

Signed, sealed, etc.

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FORM 388.

*Statutory Lease.*

R. S. O. 1887, c. 106.

THIS INDENTURE, made the       day of       in the year of our Lord one thousand eight hundred and       , in pursuance of the Act respecting Short Forms of Leases, BETWEEN       hereinafter called the "Lessor ," of the first part, and       hereinafter called the "Lessee ," of the second part :

WITNESSETH, that in consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part of the said Lessee            executors, administrators and assigns, to be paid, observed and performed, the said Lessor ha demised and leased, and by these presents do demise and lease unto the said Lessee            executors, administrators and assigns, all

TO HAVE AND TO HOLD the said demised premises for and during the term of            to be computed from the day of            in the year of our Lord one thousand eight hundred and            and from thenceforth next ensuing and fully to be complete and ended.

YIELDING AND PAYING therefor, yearly and every year during the said term hereby granted unto the said Lessor            heirs, executors, administrators or assigns, the sum of            to be payable on the following days and times, that is to say:—in equal portions, on the            in each and every year during the said term, without any deduction, defalcation or abatement whatsoever; the first of such payments to become due and to be made on the day of

And the said Lessee covenant with the said Lessor to pay rent; and to pay taxes; and to repair; and to keep up fences; and not to cut down timber; and that the said Lessor may enter and view state of repair; and that the said Lessee will repair according to notice; and will not assign or sub-let without leave; and will not carry on, on said premises any business or occupation which may be offensive or annoying to the said Lessor or assigns; and that            will leave the premises in good repair.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or assigns, or if the said Lessee or            assigns shall make any assignment for the benefit of creditors, or, becoming bankrupt

or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable, and the said term shall immediately become forfeited and void.

Proviso, for re-entry by the said Lessor on non-payment of rent, or on non-performance of covenants.

The said Lessor covenant with the said Lessee for quiet enjoyment.

In witness, etc.

Signed, sealed, etc.

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FORM 389.

*Renewable Lease.*

THIS INDENTURE, made the       day of       A.D. 18   , in pursuance of the Act respecting Short Forms of Leases,

BETWEEN       of the first part; and       of the second part:

WITNESSETH, that in consideration of the rents, covenants, and agreements hereinafter reserved and contained, on the part of the said party of the second part; executors, administrators and assigns,       the said party of the first part, hath demised and leased, and by these presents doth demise and lease unto the said party of the second part,       executors, administrators and assigns, all that certain piece, parcel, or tract of land and premises, situate, lying and being in       together with the appurtenances:

TO HAVE AND TO HOLD the said parcel or tract of land and premises hereby demised, with the appurtenances, unto the said party of the second part       executors, administrators and assigns, from the       day of       in

the year of our Lord one thousand eight hundred and for, and during, and until the day of which will be in the year of our Lord one thousand eight hundred and renewable as hereinafter mentioned, yielding and paying therefor yearly, and every year during the said term of years, unto the said party of the first part, heirs, executors, administrators, and assigns, the clear yearly rent or sum of of lawful money of Canada, in four equal quarterly payments of in each payment, to be made on the first days of in each and every year during the said term, without any deduction, defalcation, or abatement therefrom, for or in respect of any taxes, charges, rents, assessments or impositions whatever, either now or hereafter to be taxed, charged, rated or assessed on the said demised premises or any part thereof, or for or on account of the same, the first payment to become due on the day of one thousand eight hundred and And the said party of the second part, covenants with the said party of the first part, to pay rent and to pay taxes, and not to assign or sublet, without leave in writing, executed in presence of two subscribing witnesses: Proviso for re-entry by the said party of the first part, heirs, executors, administrators or assigns, on non-payment of rent, or non-performance of covenants. And the said party of the first part covenants with the said party of the second part for quiet enjoyment; And also that immediately after the expiration of the said term of years, he, the said party of the first part, his heirs and assigns, shall and will grant another lease of the said hereby demised premises, with the appurtenances, containing the like covenants, conditions, provisoes and agreements as are in this lease contained and expressed, and at and under a certain yearly rent, payable in quarterly payments, the amount whereof to be ascertained in manner following, that is to say: To be fixed on, and determined upon, and declared by two appraisers, to be

named and appointed, one of them by the said party of the first part, his heirs and assigns, the other by the said party of the second part,                   executors, administrators and assigns, with power to them the said appraisers, to name and call in a third if they cannot agree; and in such valuation and appraisement the amount of such rent shall be calculated altogether as ground rent of a block or parcel of land situated as the said premises are situated, and the value of any buildings, tenements, houses or erections thereon, is not to be considered in any wise in making such appraisement: such appraisement to be made within fourteen days after the end of the term hereby granted: such rent to be payable in quarterly payments as aforesaid, and to commence from and immediately after the termination of the first term: or, if the said party of the first part, his heirs and assigns, decline making such renewal for a second term,—which it shall be optional for him or them to do or make (but of which intention to decline, the said party of the first part,                   heirs or assigns, shall give to the said party of the second                   executors, administrators or assigns, or leave at his or their last known place of abode, a notice, in writing, at least three calendar months before the expiration of the said term of                   years hereby granted, or any future term to be granted as hereby provided),—then it is hereby expressly covenanted, declared and agreed upon, by and between the parties hereto and their respective representatives, that all the buildings, houses and erections, placed, erected and being on said premises at the expiration of the first term of                   years, by the said party of the second part, executors, administrators or assigns, shall be duly valued and appraised, by appraisers named and appointed on behalf of each party, as above particularly mentioned, with power to them to name, refer to and call in a third person, should they not agree as above mentioned.—such appraisement to be made within fourteen days from and after the determination of the said first term hereby demised—who shall



fix on the value under the conditions aforesaid; And the said party of the first part, hereby for himself, his heirs and assigns, covenants, promises and agrees, to and with the said party of the second part,                   executors, administrators and assigns, that he or they, or some one of them, will pay to the said party of the second part,                   executors, administrators and assigns, the full sum of money so to be fixed by the said appraisers, or their referee, as the value of or compensation for said houses, buildings and erections, on the said hereby demised premises then standing and being within one calendar month after such value is ascertained and declared as aforesaid, a renewal for a second term having been declined to be made by him or them as aforesaid; And also, that if any such renewal of a second term be granted as aforesaid, under the terms and conditions herein provided for granting the same, by the said party of the first part, his heirs or assigns, to the said party of the second part,                   executors, administrators and assigns, that at the end of such renewed term, so to be granted as aforesaid, the said party of the first part, his heirs and assigns, shall and will grant a further renewed lease to the said party of the second part,                   executors, administrators and assigns, of a further term of years, precisely on the same terms and conditions as hereinbefore provided for the first renewal thereof, the amount of rent payable quarterly to be ascertained by appraisers, in the manner and form above provided and set forth, or shall and will pay for all buildings and erections then being on said premises (should such renewal be refused or declined, and of which notice shall have been given as aforesaid), at a rate to be ascertained by appraisement as aforesaid, and within the time, and according to the terms, conditions and agreements above mentioned and expressed; and so on at the end of every renewed term; it being the true intent and meaning of these presents,

and it is hereby expressly covenanted and agreed upon, by and between the said parties hereto, their heirs, executors, administrators and assigns, that at the end of the hereby granted term of        years, and also at the end of every renewed term of        years, so to be granted as aforesaid, the said party of the first part, heirs and assigns, shall grant a renewed term or lease of        years of the said hereby demised premises, and so on for ever, ascertaining the amount of rent to be paid during such renewed term by appraisement, as hereinbefore provided, and always estimating the amount of said rent as ground rent, and exclusive and independent of all buildings and improvements thereon erected, put, placed and being, until the said party of the first part, his heirs or assigns, elect to determine these presents, and all further renewal or renewals of the hereby demised premises, and of which notice shall be given as aforesaid, by paying within the term above limited at the expiration of each term, for all such buildings, erections and improvements as may be put, placed, erected and then being thereon, by the said party of the second part,        executors, administrators or assigns, at the appraised value, to be ascertained and estimated by referees in manner hereinbefore provided. And it is hereby further covenanted and agreed upon, by and between the said parties of the first and second parts, for themselves and their respective legal representatives, that all dower and all charges and costs arising from the demand of the same, either at law or in equity, that may hereafter be made, and that may be chargeable on the said premises, and legally and lawfully demanded therefor, shall be deducted from the rent reserved or to be hereafter reserved, as aforesaid, for the said premises such dower being limited to the ground (and not to apply to the improvements thereon), and the rents, issues and profits thereof, it being hereby clearly admitted and understood that the buildings and improvements to be

made and erected on said premises, will be made and erected by the said party of the second part, executors, administrators, and assigns, and that the said party of the second part, executors, administrators and assigns, shall be answerable only for the balance of such rent, after deducting such dower and the charges accruing from demanding or enforcing the same, anything herein contained to the contrary thereof in anywise notwithstanding. And also that if the said party of the first part, his heirs, executors, administrators or assigns, do and shall, at any time hereafter, neglect, decline or refuse to pay to the said party of the second part, executors, administrators or assigns, the full sum of money so to be fixed and determined by the said appraisers, or their referee, as to the value or compensation for the said houses, buildings and erections on the said hereby demised premises then standing and being (upon being lawfully demanded), for the space of one calendar month after such value is ascertained, declared and demanded as aforesaid (a renewal for a second, or for any subsequent term, having been declined to be made by him or them, and notice given as aforesaid), or if he or they refuse or neglect to name and appoint an appraiser, for the purpose of ascertaining and determining such value, within the period above fixed and prescribed, then, in either such case, the said party of the second part, executors, administrators and assigns, shall hold and enjoy the said premises for the further term of years, reckoned from the expiration of the preceding term, subject to the same terms, conditions, rents and agreements contained and provided for the term then last expired and ended; nevertheless, subject, after the termination of the term so created, to all the conditions, provisoes and agreements contained in and by these presents for the renewal of any term, or for the purchase of the buildings and improvements as aforesaid: It being clearly and fully understood and agreed upon, by and between the said parties to these presents, and their legal

representatives, that the neglect or refusal to appoint an appraiser, on the part of the lessor, to estimate the value of the improvements as aforesaid, or the neglect or refusal of payment, after notice as aforesaid, for the value thereof, for the space of time above provided and mentioned (after due demand as aforesaid), shall, at all times hereafter, entitle and authorize the said lessee and                    representatives to hold, own and enjoy the said premises for another term of                    years, upon the terms and for the rents provided for in the preceding and then expired or expiring term, so often as payment of the purchase money for the buildings and improvements as aforesaid, shall be neglected or refused to be made, or the appointment of an appraiser, for the purposes of ascertaining such value, shall be neglected or refused to be made by the said lessor, or his legal representatives: and that, at the expiration of the term hereby created and provided for under the contingencies aforesaid, the original and first provisions and conditions contained in these presents shall then again operate and be in full force and effect. And the said party of the first part further covenants, that he, his heirs and assigns, will at any time within five years from the date hereof, upon payment by the said lessee, his executors, administrators or assigns, unto him or them, of the sum of                    of lawful money of Canada, execute a deed, in fee simple, of the premises hereby demised, unto the said party of the second part, his heirs and assigns, or as he or they may direct or appoint.

In witness, etc.

Signed, sealed, etc.

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## FORM 390.

*Lease of Oil Lands.*

THIS INDENTURE, made the            day of            , A. D. 18            , in pursuance of the Act respecting Short Forms of Leases, BETWEEN

WITNESSETH, that in consideration of the moneys, rents, royalties, covenants, conditions and agreements hereinafter reserved and contained on the part of the said party of the second part, his executors, administrators and assigns, to be paid, observed and performed, they the said parties of the first part have demised and leased, and by these presents do demise and lease unto the said party of the second part, executors, administrators and assigns, the lands following, namely: all and singular that certain parcel or tract of land and premises situate, lying and being in the township of            in the county of            and province of            being composed of            reserving thereout unto the said lessors, their executors, administrators or assigns, a right of way in, over, out of, upon and across the said demised premises, with their servants, cattle, horses, waggons, carts, and vehicles:

TO HAVE AND TO HOLD the said demised premises for and during the term of            years, to be computed from the day of the date of this indenture and henceforth next ensuing and fully to be complete and ended, for the following uses and purposes, that is to say: that the said lessees, their heirs, assigns, employees or lessees are to have at all times during the said term hereby granted the exclusive right to enter upon and occupy the said premises, and to take thereon all necessary teams, tools, implements and machinery, and to work and use the same for the purpose of putting down a shaft or shafts, tubing or piping, or drilling, boring or digging a well or wells for petroleum, oil, salt or any other mineral or vegetable substance or deposit, which may be found or discovered to be upon, in or

under the said premises hereby demised ; with the right to erect a derrick or derricks, building or buildings, which he or they may find necessary for drilling, boring, pumping or mining as aforesaid, and for storing the products, and for all other purposes connected therewith ; and are to have and to hold any such petroleum, oil, salt or other substance so found and obtained to himself, his heirs, executors, administrators and assigns (except as hereinafter mentioned), with liberty at all times to remove the same ; yielding and paying therefor unto the said lessors, their heirs, executors, administrators or assigns, the sum of                      yearly and every year during the continuance of the said term ; and also the                      part or share of all the petroleum, oil, salt or other substance which may be obtained from the said demised premises from time to time during the continuance of this lease ; such part or share to be delivered by the said lessee, his executors, administrators or assigns, unto the said lessors, their agents or assigns, at the well or wells, in barrels or casks to be provided by the said lessors at least before, at the end of every                      and to be the part of all the petroleum, oil, salt or other substance, as had been obtained during the preceding                      and the said lessee covenants with the said lessors, that he the said lessee, his heirs, assigns, employees or lessees, will commence operations for obtaining such oil or other substance on the premises hereby demised within                      days from the date hereof, and will commence to put down at least one well on the said premises within the said                      days, and erect an engine house or houses, derrick or derricks, and all things necessary for the same, and will continue and prosecute the said well or wells, with all earnest zeal, diligence and vigor and to completion, and until the said well or wells shall have been well and properly tested ; and that the said lessors, their agents or assigns, may have access at any and all times to the books and records of the said well or wells. And the said lessors, covenant with the said lessee, for quiet enjoyment : and that the said lessee, his executors, admin-

istrators and assigns, may have the right at all times during the term hereby created, of ingress and egress in, upon, from and out of the said premises hereby demised, with his or their servants, cattle, waggons, horses, carts and vehicles,

the said lessee covenants with the said lessors to pay rent and to pay taxes upon the said demised premises.

Proviso for re-entry by the said lessors on non-payment of rents and royalties or non-performance of covenants or any of them.

In witness, etc.

Signed, sealed, etc.

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FORM 391.

*Lease of Part of a House.*

MEMORANDUM of an agreement made and entered into the       day of       18   , by and between A. B. of       and C. D., of, etc.; whereby the said A. B. agrees to let, and the said C. D. agrees to take the rooms or apartments following, that is to say:      , being part of a house and premises in which the said A. B. now resides, situate and being No.      , in       street, in the city of      .

TO HAVE AND TO HOLD the said rooms and apartments, for and during the term of half-a-year, to commence from the       day of       instant, at and for the yearly rent of       lawful money of Canada, payable monthly, by even and equal portions, the first payment to be made on the       day of       next ensuing the date hereof; and it is further agreed, that, at the expiration of the said term of half-a-year, the said C. D. may hold, occupy and enjoy the said rooms or apartments from month to month for so long a time as the said C. D. and A. B. shall agree at the rent above specified; and that each party be at liberty

to quit possession on giving the other a month's notice in writing.

AND IT IS ALSO FURTHER AGREED, that when the said C. D. shall quit the premises, he shall leave them in as good condition and repair as they shall be in on his taking possession thereof, reasonable wear excepted.

In witness, etc.

Signed, sealed, etc.

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FORM 392.

*Crown Lease of Mining Lands.*

Province of Ontario. { Victoria, by the grace of God  
of the United Kingdom of Great  
Britain and Ireland, Queen, de-  
fender of the faith, etc., etc., etc. To all to whom these  
presents shall come. Greeting :

Know ye that in consideration of and subject to the provisos, conditions and restrictions hereinafter contained, we have demised and leased and do hereby demise and lease unto , hereinafter called the lessee, executors, administrators and assigns, all that parcel or tract of land situate, lying and being in the and Province of Ontario , containing by admeasurement acres more or less, and all those mines, veins, seams, beds or deposits of mineral, ore or metal in or on or under the said lands, together with all and singular the easements, advantages and appurtenances which are now or at any time during the term hereby granted may be held, occupied or enjoyed therewith for the purpose of mining upon and under the said lands; and also with full power to the said lessee , executors, administrators and assigns, and his and their contractors, agents and workmen, to dig, sink, drive, bore, make and use excavations, pits, shafts, levels, drifts, tunnels, wells, water-courses



and other works necessary for winning, raising and removing the mineral, ore or metal in or on or under the said land; and to make and construct on the said land, races, drains, dams, reservoirs, roads, tramways and railways; and to erect on the said land all buildings, furnaces, roasting-beds, engines, pumps, machinery and appliances necessary for the purpose of winning, raising, treating and reducing the mineral, ore or metal in or on or under the said land and for effectually carrying on all such mining and reducing works.

To have and to hold the said land and premises with the appurtenances unto the said lessee,                      executors, administrators and assigns for the full end and term of ten years, to be computed from the                      day of                      , yielding and paying therefor unto us, our heirs and successors, in advance, at the Treasury Department, Toronto, for the first year of the said term the rent or sum of                      dollars, and for each and every subsequent year in advance, and at said department, the rent or sum of                      dollars of lawful money of Canada, clear from all rates, taxes and assessments to which the said lands and premises are now or at any time during the said term may be subject or liable, and from all manner of deductions whatsoever, the first of such payments to be made at or before the execution and delivery of these presents, and all subsequent payments to be made in advance on or before the first day of                      in each and every year thereafter, with the right of renewal of said lease for a further term of ten years at the same rental if the terms, requirements, provisions and conditions herein contained have been performed and fulfilled on the part of the said lessee, his executors, administrators or assigns, and thereafter with the further right of renewal for a term of twenty years on such terms and conditions, and with such requirements and provisions, and at such rent as may be provided by law or the regulations now in force, or which shall

hereafter be made; and so from time to time the said lease may be renewed at the expiration of every twenty years; subject, nevertheless, to the reservations, provisos, terms and conditions contained in The Mines Act, 1892, and reserving unto us, our heirs and successors, all pine trees standing or being on such lands as provided by sections 17 and 18 of the said Mines Act, and also saving, excepting and reserving unto us, our heirs and successors the free use, passage and enjoyment of, in, over and upon all navigable waters which shall or may hereafter be found on or under, or be flowing through or upon any part of the said parcel or tract of land hereby demised as aforesaid, and reserving also right of access to the shores of all rivers, streams and lakes for all vessels, boats and persons, together with the right to use so much of the banks thereof not exceeding one chain in depth from the water's edge as may be necessary, for fishery purposes; reserving also the right to grant, without compensation to any person or corporation the right of way necessary for the construction and operation of one or more railways over or across the lands herein leased without let or hindrance from the lessee, executors, administrators, or assigns where such railway or railways shall not manifestly or materially interfere with the mining operations carried on upon the said premises.

But nevertheless this lease is made upon the condition that the said lessee, executors, administrators or assigns shall, in the first seven years of the said first term of ten years expend in stripping or in opening up mines, in sinking shafts, or in other actual mining operations the sum of            dollars, such expenditure to consist of labour actually performed by grown men at the rate of two dollars and a-half per day, or of payment therefor, or for explosives or other mining material for use on the said parcel of land, and shall also observe and perform such other conditions as have been or may hereafter be pre-

scribed by regulations by our Lieutenant-Governor in Council.

Provided that in default of compliance with any of the above terms, requirements, provisions and conditions, or of payment of rent as aforesaid during the said term, the land, mines and minerals, with the right of access thereto and removal therefrom and all mining rights upon, under or connected with such parcel of land, and every clause, matter and thing herein contained shall revert to and become the property of and be vested in us, anything herein contained to the contrary notwithstanding. But the lessee may defeat the forfeiture by payment of the full amount of rent within ninety days from the date hereinbefore appointed for payment thereof, and unless the whole rent is paid within ninety days from the appointed day the lease shall be absolutely forfeited and void, any statute, law, usage or custom to the contrary notwithstanding, and all claims of any and every kind and description of the lessee, or executors, administrators or assigns shall after such last-mentioned period forever cease and determine.

Provided however, that the said lessee, executors, administrators or assigns on the termination hereof for whatever cause and within three months may, if all claims for rent and royalty have been duly satisfied and all terms, requirements, provisions and conditions hereof have been duly fulfilled, remove from the said parcel of land all engines, tools, machinery, railway tracks and structures which he or they may have placed or erected thereon, but shall not remove or impair any supports placed in the mine nor any timbers or frame-work necessary to the use and maintenance of shafts or other approaches to the mine, or tramways and ladders within the mine, or any other article, matter or thing the removal whereof might cause the said mine to fall, cave in or give way; in default whereof such plant, machinery, tracks and structures shall be *ipso facto* forfeited.

Provided also, that all ores and minerals won, raised or taken from the said land after seven years from the date hereof shall be subject to a royalty as provided by the fourth section of The Mines Act, 1892, or as may or shall be imposed by any Order in Council or regulation made thereunder or by virtue thereof, but so as not to exceed the rates imposed by the statute now in force, or which may be imposed thereunder by Order in Council or regulation; such royalty to be payable to the Treasury Department on or before the twentieth days of April, July, October and January of each year during the period hereinbefore prescribed, or during the said term or terms, or until this lease shall be cancelled, for all the mineral, ore or metal mined and removed from said land during the three months preceding the first day of the month in which the payment is to be made as aforesaid; and the lessee, executors, administrators or assigns shall, at the time of such payment, transmit to the Commissioner of Crown Lands an exact and truthful statement of the amount of mineral, ore or metal removed during the three months for which such payment shall be made, verified by the statutory declaration of the lessee, or the manager or other officer having the charge, control and direction of the works, and by such other person or in such other way as may be required by any order, demand or regulation in that behalf; but the commissioner shall possess the right by a duly authorized officer or agent to inspect, revise and test the correctness of such statement at any time and in such manner as may seem proper to adopt, it being understood that any errors in these respects when ascertained shall be recognized and corrected; and we do reserve and shall at all times possess, have and hold a lien upon all ore mined and on all improvements made on such premises by the lessee, executors, administrators or assigns for any unpaid balance on account of rent or royalty.

Provided further, that if the said yearly rent or any royalty shall be in arrear for ninety days after the same

shall have become payable, whether such rent or royalty shall have been legally demanded or not, any officer or agent appointed or authorized thereto by the Commissioner of Crown Lands may enter upon the said parcel of land and seize and distrain all mineral, metals and ores actually won, raised and taken therefrom, and all machinery, apparatus, tools, waggons, carriages, engines, plant and all other goods, chattels, and effects whatsoever in, upon and about the said land and premises, and every distress thus made may take away, sell and dispose of, as in cases of distress for rent, reserved in common leases, and out of the moneys arising thereby retain so much as shall be sufficient to satisfy the said arrears, whether of rent or royalty, which shall at the time of sale be unpaid, and all expenses incurred by him or them in respect of such seizure, distress, removal or sale, and if there be any surplus such officer shall pay the same to the said lessee , executors, administrators or assigns; and the acceptance or receipt of rent or royalty by or on behalf of us, after breach of any term, requirement, provision or condition herein contained, shall not be, or be deemed, a waiver of the right of us or of the Commissioner of Crown Lands, or other officer on our behalf to enforce the observance of such term, requirement, provision or condition.

And upon the publication in the *Ontario Gazette* by the Commissioner of Crown Lands of a notice declaring all the right, title and interest of the lessee , executors, administrators and assigns under these presents to have ceased, ended and determined, the same shall cease, end and determine, and these presents shall thereafter as respects any claim, right, title or interest of the lessee , executors, administrators or assigns be to all intents and purposes void and of none effect, and the production of a copy of the *Ontario Gazette* containing a notice, purporting to be signed by the Commissioner of Crown Lands, declaring the lease to have ceased, ended and determined shall be conclusive evidence in all courts whatsoever of a breach

of, or non-compliance with, the terms, requirements, provisions and conditions herein contained sufficient to authorize and sustain such declaration, and of the same having been lawfully made, and that the interest created hereunder has been lawfully ended and determined, and thereupon it shall be lawful for us, our heirs and successors, agents or officers, or for any bailiff or other person duly authorized thereto to enter forthwith in and upon the said land and premises hereby demised, and the same to re-possess and enjoy as fully and effectually, and to all intents and purposes as if these presents had not been made, and the said lessee, executors, administrators or assigns to expel and remove without any legal process and as effectually as the sheriff might do in case judgment in ejectment had been obtained and the proper writ or writs had been issued on such judgment, and in case of such entry and any legal proceeding taken in respect thereof the defendant or defendants in any such suit or proceeding may, in addition to any other defence, plead leave and license in bar thereof, and these presents shall be conclusive evidence of such leave and license by the lessee, executors, administrators and assigns, or other the person or persons, plaintiff or plaintiffs in such proceedings for such entry or other matters complained of in such proceedings. But such determination, notice or other proceedings shall not prevent the recovery by us in our own name or in that of our said commissioner or otherwise, of any rent or royalty due and unpaid by the lessee, executors, administrators or assigns. Further, this lease is subject to the following provisoes, terms and conditions, that is to say :

1. That the said lessee, executors, administrators or assigns shall and will pay the rent and royalty which may be payable by him or them, in manner hereinafter mentioned without any deduction whatsoever.

2. And shall and will during the said term make such provision for the disposal of the earth, rock, waste or

refuse of the said land that the same shall not be an inconvenience, nuisance or obstruction of any roadway, passage, river, creek or place, or to any private, public or Crown lands, or conflict with or embarrass the future operating of said mines, or in any manner occasion any public or private damage or inconvenience.

3. And shall and will as often as required during the term make and deliver to the Commissioner of Crown Lands for the time being, or any officer or agent appointed or instructed to collect, obtain or receive the same, all such true and proper plans, sections, returns and statistics of the workings and operations of the said mines (the truth and accuracy of which shall be verified by the statutory declaration of the lessee , executors, administrators or assigns, for the time being, or the manager or other officer having the charge, control and direction of the works of the said mine, or by such other person as any order or regulation may require) as the commissioner shall from time to time direct.

4. And shall and will during the said term make proper and reasonable compensation to the owner or owners, occupier or occupiers, or lessee or lessees from the Crown of any adjoining land in respect of any damage which may be sustained by him or them by reason of the working of the said mine or the carrying on of the works thereof, or connected therewith, other than damage caused by the roasting, smelting, reducing or treating of ores, such compensation to be determined by the Commissioner of Crown Lands or by some officer or agent authorized by him or our Lieutenant-Governor in Council so to do.

5. And shall and will permit any mining inspector or other person duly authorized in that behalf with all proper or necessary assistants at all reasonable times during the said term quietly to enter into and upon the said land, mines and premises, and into all buildings erected thereon and any part thereof, and to survey and examine the state

and condition thereof and of all mines thereon, and for the purpose aforesaid, to descend all pits and shafts and to enter into and to use all adits, levels, galleries, drives and excavations, and to use all roads, ways, engines, ropes, machinery, gear, appliances, materials, labour and other things in and on the said land and mine which shall be by him deemed necessary, without making any compensation for the same, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the said mining works.

6. And shall and will pay all provincial, municipal and other taxes upon the said lands so leased which may be assessed either against such lands and the improvements thereon, or the mineral, ore or metal, the product thereof, or any personal property in said mines, during the continuance of this lease in the same way and to the same extent as if the land herein leased were owned in fee by the said lessee, executors, administrators or assigns.

7. And shall and will during the said term, open, use and work the said mine and premises in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and shall keep and preserve the said mines and premises from all avoidable injury or damage, and also the levels, drifts, shafts, water-courses, roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by the Mining Inspector or other officer properly authorized by the Commissioner of Crown Lands to inspect and report upon such matters and things to be unnecessary for the proper working of the said mine or any contiguous mine, but so that no supports placed in the mine nor any timbers or frame-work necessary to the use and maintenance of shafts or other approaches to the mine or tramways within the mine shall be removed.



or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof, and of all and singular the premises hereby demised, to us, our heirs and successors, or to the Commissioner of Crown Lands, or other officer authorized to receive possession thereof.

8. And that these presents and the term or terms hereby created shall not be transferred or transferrable without the written consent of the Commissioner of Crown Lands, or of some officer duly authorized by him or by general regulations to give such consent, nor unless all fees on any such transfer have been paid.

9. And that the lessee, executors, administrators or assigns may at any time during the demised term, upon the payment of all rent due and the performance and fulfilment of all other terms, requirements, provisions and conditions become the purchaser of the land hereby demised, and in any such case the sum paid for the first year's rental shall be treated as part of the purchase money.

10. And lastly that these presents and the term or terms hereby created shall be subject to all the provisions of The Mines Act, 1892, applicable to lands leased thereunder, and any amendments thereof which relate or may relate to the leasing and disposal of mineral lands, and to any regulations which may be now or hereafter in force, as if the same had been particularly expressed and set forth herein.

Given under the Great Seal of the Province of Ontario:  
Witness the Honourable George Airey Kirkpatrick, member of our Privy Council for Canada, and Lieutenant-Governor of our Province of Ontario.

At Toronto, this            day of            , in the year  
of our Lord one thousand eight hundred and ninety-            ,  
and in the fifty-            year of Her Majesty's reign.

By command of

*Commissioner of Crown Lands.*

*Secretary.*

APPLICATION FOR REGISTRATION OF NOTICE OF LEASE, OR  
AGREEMENT FOR LEASE.

FORM 393.

*Land Titles Act.*

C. D., of, etc., being interested in the land entered in the register for                    as parcel                   , of which A. B. is the registered owner, by reason of a lease (*or agreement for a lease*), the particulars of which are stated in the schedule annexed hereto, hereby requires the master of titles to enter a notice of the said lease (*or agreement*) upon the register, in the terms following, that is to say: (*here state the terms of notice agreed upon, and which must be a concise notice merely.*)

A. B., the registered owner of the above land, concurs in this application.

The address of the said C. D. for service is (*here give address*).

Dated this                    day of                   , 18   .

Witness to the signature of C. D. } (*Signatures of C. D*  
Witness to the signature of A. B. } *and A. B.*)

## SCHEDULE.

(*Here insert, shortly, particulars of the lease or agreement for a lease.*)

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## FORM 386a.

*Arbitration Clause.*

Provided always, and it is hereby agreed and declared, that if and whenever any dispute or question shall arise between the lessor and lessee and their respective heirs, executors, administrators or assigns, touching these presents, or anything herein contained, or the construction hereof, or the rights, duties or liabilities in relation to the premises, the matter in difference shall be submitted to and referred to two arbitrators or their umpire.

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## FORM 386b.

*Covenant not to Distrain.*

And the landlord hereby, for himself, his heirs, executors, administrators and assigns, covenants with the tenant, his executors, administrators and assigns, that, except in the case of the bankruptcy or insolvency of the tenant or his assigns, he, the said landlord, will not distrain for rent in arrear, if any, but will recover the said rent so in arrear by ordinary action at law only.

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## FORM 386c.

*Covenant for Renewal.*

And the lessor doth hereby for himself and his assigns, covenant with the lessee, that if the lessee, his executors, administrators or assigns, shall be desirous of taking a renewal lease of the said premises for the further term of        years from the expiration of the said term hereby granted, and of such desire shall, prior to the expiration of the said last mentioned term, give to the lessor, his heirs and assigns, or leave at the last known place of business or abode in Canada

six calendar months' previous notice in writing, and shall pay the said rent hereby reserved, and observe and perform the several covenants and agreements herein contained; and on the part of the lessee, his executors, administrators or assigns, to be observed and performed up to the expiration of the said term hereby granted, he, the lessor, his heirs and assigns, will, upon the request and at the expense of the lessee, his executors, administrators and assigns (and upon payment by him or them of the sum of \$        as a premium on such renewal), and upon his or their executing and delivering to the lessor, his heirs or assigns, a duplicate thereof, forthwith execute and deliver to the said lessee, his executors, administrators or assigns, a renewed lease of the said premises for the further term of        years at the same yearly rent, and under and subject to the same covenants, provisos and agreements as are herein contained other than this present covenant.

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FORM 386a.

*Proviso that Tenant may Remove Buildings, Fixtures, Etc.*

Provided always, and it is hereby agreed and declared, that if the tenant shall affix to or erect on the premises any fixture or building which shall not be so affixed or erected, instead of some fixture or building affixed to or being on the premises at the date of the commencement of the lease hereby granted, then such fixture or building shall belong to and be removable by the tenant at any time during the term hereby granted, or within twenty-one days after the determination thereof: Provided always, that the tenant shall make good all damage to the said premises hereby demised, or any part thereof, by such removal, and shall give one month's previous notice in writing to the landlord of his intention to remove such

fixture; and at any time before the expiration of the notice of removal the landlord, by notice in writing to the tenant, may elect to purchase such fixture at a fair value; and thereupon the same shall be left by the tenant and become the property of the landlord.

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## FORM 386a.

*Exception and Reservation of all Mines.*

**Except and always reserved unto the said A. B., his heirs and assigns, all mines, veins, seams and beds of stone, coal and cannel, and all other mines, minerals, delphs and quarries whatsoever, which now are or hereafter during the said term hereby granted or created, shall be found or be within or under the said hereby demised land and premises, or any part thereof; together with full and free liberty, power and authority, to and for the said A. B., his heirs and assigns, and his and their servants and workmen and others, by his and their authority, with or without horses, carts and other carriages, and all necessary implements and materials, at all times during the said term to enter into and upon the land and premises hereby demised, or any part thereof, other than any such part or parts of the surface thereof in or upon which there shall be any building, reservoir, drain, watercourse or stream, in use for carrying on the business which may be carried on by the said C. D., his executors, administrators or assigns, in and upon the said premises as adjacent thereto: And to sink any pit or shaft therein, and to make any way or ways therein or thereon for the purpose of carrying and conveying coals, stone or minerals, and to bore, search for, dig, get, carry away and dispose of such coal, cannel, stone, slate and minerals respectively, without paying any compensation for any unavoidable or ordinary damage to be done or occasioned thereby, he and**

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they making compensation to the said C. D., his executors, administrators or assigns, for all damages to be done or occasioned in or by the making any pit or shaft in or under the said premises, or by making any rail or other ways as aforesaid thereon, or by digging, getting and carrying away such coals and cannel, stone, slate, and other minerals, in or after the rate and proportion following (that is to say), at the rate of                      for every superficial square yard of land for a year, and so in proportion for any greater or less quantity than a yard, or a longer or shorter space than a year: And also, excepting and reserving unto the said A. B., his heirs and assigns, full and free liberty at all reasonable times during the said term hereby created, with or without surveyors and workmen, to enter into and upon all or any part of the said hereby demised premises, in order to view and inspect the state and condition thereof.

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FORM 386f.

*Proviso for Resumption by Lessor of All or any Part of the Land Demised on Giving Three Months' Notice and Making Compensation for Improvements.*

Provided nevertheless, and it is hereby lastly declared and agreed by and between the said parties hereto, that in case the said A. B., his heirs and assigns, shall at any time, or from time to time during the continuance of the said term hereby granted, be minded and desirous of having any part (or parts of the whole) of the said land hereby demised delivered up to him or them, and of such his or their mind and desire, shall give three calendar months' notice in writing to the said C. D., his executors, administrators or assigns, or leave the same at his or their last or usual place of abode, or upon the said demised premises, such notice

to expire at any time of the year, then at the expiration of such notice so given or left as aforesaid, he, the said C. D., for himself, his executors, administrators and assigns, doth hereby covenant peaceably and quietly to yield and surrender up, and that the said A. B., his heirs and assigns, shall and may take peaceable and quiet possession of such part or parts of the said land as shall be mentioned and included in such notice as aforesaid, he, the said A. B., his heirs and assigns, paying to the said C. D., his executors, administrators or assigns, a reasonable and fair compensation in respect of the moneys which may have been laid out by the said C. D., his executors, administrators or assigns, in improving the condition of so much of the said land as shall be so given up to the said A. B., his heirs or assigns, as hereinbefore mentioned, and then and from thenceforth the rent reserved by this indenture shall be reduced at the rate of        for each and every acre, and so in proportion for a less quantity than an acre, that may be given up to the said A. B., his heirs and assigns, as aforesaid, and the remainder of the said land shall be held by the said C. D., his executors, administrators or assigns, at such reduced rent, and the said A. B., his heirs and assigns, shall have the same powers and remedies in all respects as if the lease had originally been granted at such reduced rent, and all and every the covenants, clauses, provisions, stipulations and agreements herein contained, shall be as valid and effectual of and for so much of the land hereby demised as shall not be included in any such notice, and this indenture shall be read and construed in all respects in reference thereto as if such reduced rent had been the original rent reserved therein, and the land originally demised had been the land not included in any such notice as aforesaid, and the covenants, clauses, provisos, stipulations and agreements herein contained had only related to such last mentioned land.

## FORM 388a.

*Renewal of Lease (Indorsed).*

This indenture, made the            day of            18  
between the within named A. B. (hereinafter called the  
lessor), of the one part, and the within named C. D.  
(hereinafter called the lessee), of the other part:  
Whereas the residue of the within mentioned term of  
years is now vested in the lessee, subject to the pay-  
ment of rent reserved by and to the performance of the  
lessee's covenants contained in the within written  
indenture; and whereas the reversion in fee expectant,  
on the determination of the said term, is now vested in  
the lessor; and whereas the lessor has agreed with the  
lessee to demise to him the within mentioned messuage  
and hereditaments for the further term of            years,  
to commence on            day of            at the rent and  
subject to the covenants and provisions hereinafter re-  
served and contained or referred to: Now this indenture  
witnesseth that, in consideration of the rent hereinafter  
reserved, and the covenants by the said            herein-  
after contained or referred to, the lessor doth hereby  
demise unto the lessee, his executors, administra-  
tors and assigns, all the messuage or dwelling-house  
and premises comprised in and demised by the within  
written indenture (except and reserving as is within  
excepted and reserved). To hold the said messuage and  
premises hereinbefore expressed to be hereby demised  
for the term of            years, from the said            day of  
18            subject nevertheless to the yearly rent of \$  
payable at the like times and in the like manner as the  
rent reserved by the within written indenture, and sub-  
ject to the performance and observance of the covenants  
and conditions on the part of the lessee, and the like  
proviso for re-entry in case of non-payment of rent or  
breach of covenant, or the happening of any of the other  
events in the within written indenture in that behalf  
mentioned, and with the benefit of the like covenants  
and agreements on the part of the lessor, and subject to



and with the like provisions and conditions in all respects as are in the within written indenture contained, in like manner as if all such covenants, agreements, conditions and provisions had been herein repeated, with such modifications only as the difference in the names of the parties, and in the amount of the rent, and in the term of the lease and other circumstances may require; and the lessor doth hereby for himself covenant with the lessee, his executors, administrators and assigns; and the lessee doth hereby, for himself and his assigns, covenant with the lessor, his heirs and assigns, that they, the said respective covenanting parties, their heirs, executors, administrators and assigns, respectively, shall and will, during the said term of        years, perform and observe all such covenants, agreements and provisions as aforesaid, which, on his or their respective parts are, or ought to be, performed and observed: Provided always, and it is hereby agreed, that if the term of        years granted by the within written indenture shall be determined by virtue of the condition or provision for re-entry therein contained, then these presents shall become absolutely void.

In witness, etc.

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FORM 389a.

*Lease by a Mortgagee and Mortgagor.*

This indenture, made the        day of        18        between C. D. (mortgagee), of, etc., of the first part A. B. (mortgagor), of, etc., of the second part, and E. F. (lessee), of, etc., of the third part. Whereas by indenture dated the        day of        18        and made between the said A. B. of the one part, and the said C. D. of the other part; for the consideration therein mentioned, the said A. B. did grant and mortgage the lands, tenements, and hereditaments hereinafter described, and intended

to be demised unto the said C. D., his heirs, executors, administrators and assigns, subject to a proviso for redemption thereof, on a certain day therein mentioned; and whereas the said C. D. and A. B. have agreed with the said E. F. to demise to him the said hereditaments upon the terms and in manner hereinafter appearing: Now this indenture witnesseth that in pursuance of the said agreement, and in consideration of the rent and lessee's covenants hereinafter reserved and contained, the said C. D. (at the request and by the direction of the said A. B., testified by his executing these presents), doth demise and lease; and the said A. B. doth demise, ratify and confirm unto the said E. F., his executors, administrators and assigns, all (describe parcels): Together with all and singular the rights, members, easements and appurtenances of the said premises respectively (except and always reserved unto the said C. D., his heirs and assigns, all, here state any exceptions): To have and to hold the said (messuage and land, and all and singular other the) premises hereinbefore expressed to be demised unto the said E. F., his executors, administrators and assigns, from the       day of (last, or next, or 18    ), for the term of       years from thence next ensuing: Yielding and paying therefor yearly, and every year during the said term, the rent or sum of \$       (here state mode of payment, ex. gr. by four equal quarterly payments, on the       day of the       day of       the       day of       and the       day of       or by two equal half-yearly payments on the       day of       and       day of       ), the first of such payments to be made on the       day of       next: Provided always, and it is hereby agreed and declared, that until the said C. D., his heirs, executors, administrators or assigns, shall give notice in writing to the said E. F., his executors, administrators or assigns, or leave the same at (the dwelling house on the said demised premises), requiring the said E. F., his executors, administrators or assigns, to pay the said yearly rent of \$       to the said C. D., his heirs or assigns,

such yearly rent shall be paid unto the said A. B., his heirs and assigns: And it is hereby declared that the receipt or receipts in writing of the said A. B., his heirs or assigns, shall, until such notice shall be so given or left as aforesaid, be a valid discharge for so much of the said yearly rent as in such receipt or receipts shall be expressed to have been received: Provided always, and it is hereby agreed and declared, that if, at any time previously to the giving or leaving of such notice as aforesaid, the said yearly rent of \$            or any part thereof, shall be unpaid by the space of            days next after either of the days hereinbefore appointed for payment thereof, then and in such case, and so often as the same shall happen (although no formal demand shall have been made thereof), it shall be lawful for the said A. B., his heirs and assigns, into and upon the said demised premises to enter, and then and there to distrain for the said yearly rent, or so much thereof as shall be then in arrear, and impound and dispose of the distress or distresses so taken, or otherwise to act therein according to due course of law; to the intent, that by the ways and means aforesaid, the said A. B., his heirs or assigns, shall and may be fully paid and satisfied the arrears of the said rent, and also all expenses incurred in respect of such distress or distresses: Provided also, and it is hereby agreed and declared, that notwithstanding these presents, or anything herein contained, the said C. D., his heirs, and assigns, shall not be deemed to be a mortgagee or mortgagees in possession until such notice shall be given or left as aforesaid. Here add lessee's covenants with the mortgagee for payment of the rent, rates and taxes, and to repair and leave in repair, etc.; also proviso for re-entry by mortgagee on non-payment of rent, or non-performance of covenants; also the usual qualified covenant by mortgagee for quiet enjoyment, etc., and (if so agreed) a proviso for determining the term before the expiration thereof by effluxion of time.

In witness, etc.

## FORM 393a.

*Lease under Dominion Land Titles Act, 1894.*

I, A. B., being registered as owner, subject, however, to such mortgages and encumbrances as are notified by memorandum underwritten (or endorsed hereon), of that piece of land (*describe it*), part of section       township       range (or as the case may be), containing       acres, more or less (*here state right of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant or certificate of title or lease, refer thereto for description and d'agram, otherwise set forth the boundaries by metes and bounds*), do hereby lease to E. F., of (*here insert description*), all the said land, to be held by him, the said E. F., as tenant, for the space of       years, from (*here state the date and term*), at the yearly rental of       dollars, payable (*here insert terms of payment of rent*), subject to the covenants and powers implied (*also set forth any special covenants or modifications of implied covenants*).

I, E. F., of (*here insert description*), do hereby accept this lease of the above described land, to be held by me as tenant, and subject to the conditions, restrictions and covenants above set forth.

Dated this       day of       18

Signed by above named A.B., as  
lessor, and E. L., as lessee, }  
in presence of }

(*Here insert memorandum of mortgages and encumbrances.*)

FORM 898b.

*Landlord's Warrant.*

To Mr.                      my bailiff in this behalf.

Distrain the goods and chattels of                      liable to  
be distrained for rent in and upon the                      now or  
lately in the tenure or occupation of                      situate  
on                      for the sum of                      dollars and  
cents, being rent for the term of                      due to me for  
the same on the                      day of                      in the year of  
our Lord one thousand eight hundred and                      And  
for the said purpose aforesaid distrain within the time,  
in the manner and with the forms prescribed by law, all  
such goods and chattels of the said                      wheresoever  
they shall be found, as have been carried off the said  
premises, but are nevertheless liable by law to be  
seized for the rent aforesaid.

And proceed thereupon for the recovery of the said  
rent as the law directs.

And for your so doing this shall be your sufficient  
warrant and authority.

Witness my hand and seal this                      day of  
in the year of our Lord one thousand eight hundred  
and

Witness

---

FORM 898c.

*Another Form.*

To A. B., my bailiff.

I hereby authorize and require you to distrain the  
goods and chattels in and upon the (house) and premises  
of C. D., situate                      and being (No.                      street),  
in the                      of                      in the County of  
for \$                      being                      quarter's rent due to me for  
the same (at                      or                      as the case may be,

or "on the            day of            last "); and to proceed thereon for the recovery of the said rent as the law directs. But you are hereby expressly prohibited from taking any property not legally liable to a distress for rent.

Dated the            day of            18

(Signed)    A. B., of  
(or A. B., of            by P. Q., his agent).

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FORM 393d.

*Form as to Farm.*

To A. B., my bailiff.

I hereby authorize and require you to distrain the goods and chattels (and also the cattle and growing crops), in and upon the farm, lands and premises of C. D., situate and being at            in the            etc. (as in preceding form to the end).

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FORM 393e.

*Request of a Tenant to His Landlord to Withdraw a Distress for Rent, with Liberty to Make a Second Distress.*

To A. B.

Sir,—I hereby request you, for my accommodation, to withdraw the distress for rent made by you on the (farm, land and) premises, situate at            in the County of            now in my occupation as your tenant: And in consideration of your so doing, I do hereby consent, promise and agree, that it shall and may be lawful for you at any time (afterwards, or after the            day of            next), to make a second distress for the said rent, or for so much thereof as shall for the time being remain unpaid, and for the expenses of and incident to such second distress: And I will also pay you on demand all expenses incurred of and incident to the said

first distress to the time of its being withdrawn for my accommodation as aforesaid.

Dated the                      day of                      18  
Yours, etc.

Witness, E. F., of

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FORM 393f.

*Consent to the Bailiff Remaining in Possession.*

To A. B.,                      (or to                      bailiff of A. B.,                      ).

Sir,—I hereby request you not to remove the goods and chattels which you have distrained and impounded for rent on the premises, situate at                      in the County of                      now in my occupation as (your tenant, or tenant of the said A. B.); but to keep the said goods and chattels in the place where they are now impounded, until the                      day of                      next inclusive, for my accommodation, and to give me the opportunity of obtaining money to pay the said arrears of rent with expenses of the distress; all extra expenses occasioned by keeping possession as aforesaid to form part of the expenses of and incident to the distress.

Dated the                      day of                      18  
Yours, etc.

Witness, E. F., of

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FORM 393g.

*Inventory of Goods Distrained.*

An inventory of the goods and chattels (cattle and growing crops), distrained by                      as bailiff of and for A. B., of                      on the                      day of                      18 in and upon the (house or farm, lands) and premises of C. D., situate and being (No.                      street), in the                      of                      in the County of                      for \$                      being                      quarters' rent due to the said A. B. (at                      last, or "on the                      day of last").

1. In front room on ground floor.—One dining table, one sideboard, twelve chairs (describe each article in this room intended to be distrained).

2. In back room on ground floor.—(Here describe each article in this room intended to be distrained).

3. 4. 5, etc.—(Here describe in like manner each article intended to be distrained in the “front room on first floor”—“back room on first floor”—“front room on second floor”—“back room on second floor,” etc.—“front attic”—“back attic”—“front kitchen”—“back kitchen”—“wash-house”—“scullery”—“wine cellar”—“coal cellar”—“yard”—“garden”—“coach-house”—“stables”—“barns,” etc., etc.)

#### In the Fields.

1. In the field called or known as (name): cows, calves, oxen, bulls, sheep, lambs, horses, mares, geldings, colts, fillies, pigs (as the case may be).

2. In the field called or known as (name): hay-stacks, stacks of (wheat); about acres (more or less) of growing crops of (wheat or barley, oats, potatoes, peas, beans, as the case may be).

3. Describe in like manner each close, and the articles therein intended to be distrained. At the end of the list may (if wished) be added the following words, or to like effect, viz.:

“And all other goods, chattels and effects on the said premises,” or “and any other goods that may be found in and about the said premises to pay the said rent and expenses of this distress.” But it would be too indefinite and incorrect to say, “And all other goods, chattels and effects on the said premises that may be required in order to satisfy the above rent, together with all necessary expenses.”

Dated this                      day of                      18

(Signed)                      A. B., of

(or                      bailiff for the said A. B.)



## MECHANICS' LIEN.

(59 Vic. c. 35 (O.) Schedule.)

FORM 394.

*Claim of Lien.*

A. B. (*name of claimant*), of (*here state residence of claimant*), (if so, as assignee of, stating name and residence of assignor), under the Mechanics' and Wage-Earners' Lien Act, claims a lien upon the estate of (*here state the name and residence of owner of the land upon which the lien is claimed*), in the undermentioned land in respect of the following work (service or materials), that is to say: (*here give a short description of the nature of the work done, or materials furnished, and for which the lien is claimed*), which work or service was (*or is to be*) done (*or materials were furnished*) for (*here state the name and residence of the person upon whose credit the work is done or materials furnished*), on or before the                      day of                      .

The amount claimed as due (*or to become due*) is the sum of \$                      .

The following is the description of the land to be charged (*here set out a concise description of the land to be charged, sufficient for the purpose of registration*).

*When credit has been given, insert:* The said work was done (*or materials were furnished*) on credit, and the period of credit agreed to expired (*or will expire*) on the day of                      , 18                      .

Dated at                      this                      day of                      , A.D. 18                      .

(*Signature of Claimant.*)

## FORM 395.

*Claim of Lien for Wages.*

A. B. (*name of claimant*), of (*here state* residence of claimant), (if so, as assignee of, stating name and residence of assignor), under the Mechanics' and Wage-Earners' Lien Act, claims a lien upon the estate of (*here state* the name and residence of the owner of land upon which the lien is claimed) in the undermentioned land, in respect of days' work performed thereon while in the employment of (*here state* the name and residence of the person upon whose credit the work was done), on or before the day of .

The amount claimed as due is the sum of \$ .

The following is the description of the land to be charged (*here set out* a concise description of the land to be charged, sufficient for the purpose of registration).

Dated at , this day of .

(*Signature of Claimant.*)

## FORM 396.

*Claim of Lien for Wages by Several Claimants.*

The following persons, under the Mechanics' and Wage-Earners' Lien Act, claim a lien upon the estate of (*here state* the name and residence of the owner of land upon which the lien is claimed) in the undermentioned land, in respect of wages for labour performed thereon while in the employment of (*here state* name and residence, or names and residences of employers of the several persons claiming the lien).

A. B., of (*residence*), \$ , for days' wages.

C. D., of (*residence*), \$ , for days' wages.

E. F., of (*residence*), \$ , for days' wages.

The following is a description of the land to be charged :  
(*here set out a concise description of the land to be charged, sufficient for the purpose of registration.*)

Dated at , this day of .

(*Signatures of the several Claimants.*)

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FORM 397.

*Affidavit Verifying Claim.*

I, A. B., named in the above (*or annexed*) claim, do make oath that the said claim is true

Or, we, A. B. and C. D., named in the above (*or annexed*) claim, do make oath, and each for himself saith, that the said claim, so far as relates to him, is true.

(*Where affidavit made by agent or assignee, a clause must be added to the following effect: I have full knowledge of the facts set forth in the above (or annexed claim).*)

Sworn before me, at , in the county of ,  
this day of , A.D. 18 .

Or, The said A. B. and C. D. were severally sworn before me at , in the county of , this  
day of , A.D. 18 .

Or, The said E. D. was sworn before me at , in  
the county of , this day of , A.D. 18 .

## FORM 898.

*Notice by Sub-Contractor to the "Owner,"*

To *(the owner)*:

Take notice that I have been employed by *(name of the contractor by whom employed)* to do work as a  
on *(or to supply materials for)* the building being erected  
*(or erected)* on *(give description of the property by lot and plan)* and that the said contractor is indebted to me for  
such work *(or materials)* in the sum of \$ \_\_\_\_\_, which  
remains unpaid, and I claim a charge therefor on all  
moneys due by you to the said contractor.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 18 .

A. B.,

*(The Sub-Contractor.)*

## FORM 899.

*Discharge of Lien.*

I *(Name in full of lienholder)*, of the \_\_\_\_\_ of the  
county of \_\_\_\_\_, acknowledge to have received from  
*(name of person making payment)*, of the  
\_\_\_\_\_ of \_\_\_\_\_ in the county of \_\_\_\_\_ in full discharge  
of my mechanics' lien as a contractor *(or as the case may be)*  
upon lot no \_\_\_\_\_ etc. *(description of land as in the lien)*,  
which lien was registered in the Registry office for the  
\_\_\_\_\_ of \_\_\_\_\_ in liber \_\_\_\_\_ as No. \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 18 .

Witness

}

A. B.

*(Lienholder.)*

## FORM 400.

*Affidavit of Execution of Discharge of Lien.*

County of                    } In the matter of the Mechanics' and  
                   To wit: } Wage-Earners' Lien Act.

I                   of the                   of                   in the county of  
                   (occupation), make oath and say :

(1) I was personally present and did see the above written discharge of a lien duly signed and executed by                   .

(2) That I know the said                   , and the said discharge of lien was so executed at                   .

Sworn before me at the                    }                     
                   of                   in the county of                   } Signature.  
                   this                   day of 18                   ,                   }

*A Comm., etc.*

## FORM 401.

*Notice of Sale of Chattels under Section 51.*

Whereas (name of person indebted) is indebted to the undersigned in the sum of \$                   , for work done (or materials supplied) in the repair of                   , and three months have elapsed since the said sum ought to have been paid, and default has been made in payment thereof, notice is hereby given, that on                   the                   day of                   , 18                   , at (place where sale to be had), the said (chattel) will be sold by (auctioneer) by public auction.

Dated at                   this                   day of                   , 18                   .

(Signature.)

## FORM 402.

*Woodman's Lien for Wages.*

(Statement of Claim of Lien under 54 V. c. 22.)

A. B. (*name of claimant*), of (*here state residence of claimant*), (*if so, as assignee of, state name and address of assignor*), under The Woodmans' Lien for Wages Act, claims a lien upon certain logs or timber of (*here state the name and residence of the owner of logs or timber upon which the lien is claimed, if known*), upon the logs and timber composed of (*state the kinds of logs and timber, such as pine saw-logs, cedar or other posts, or railway ties, shingle-bolts, or staves, etc.; also, where situate at time of filing of statement*), in respect of the following work, that is to say: (*here give a short description of the work done, for which the lien is claimed*), which work was done for (*here state the name and residence of the person upon whose credit the work was done*), between the       day of       , at       (per month or day, as the case may be).

The amount claimed as due (*or to become due*) is the sum of       (*where credit has been given, the said work was done on credit, and the period of credit will expire on the       day of* ).

Dated at       , this       day of       , A.D.       .  
(*Signature of Claimant.*)

## FORM 403.

*Affidavit to be Attached to Statement of Claim.*

I,       , make oath and say: that I have read (*or have heard read*) the foregoing statement of claim, and I say, that the facts therein set forth are, to the best of my knowledge and belief, true, and the amount claimed to be due to me in respect of my lien is the just and true amount

due and owing to me in giving credit for all sums of money for goods or merchandise to which the said (*naming the debtor*) is entitled to credit as against me.

Sworn before me  
in the district of  
this day of 18 . }  
A Comm., etc.

**FORM 408a.**

*Contract for Registration—Manitoba.*

(R. S. M. c. 13, s. 17.)

### MEMORANDUM OF CONTRACT.

I, A. B., of (builder, contractor or sub-contractor, *as* the case may be), have entered into a contract with C. D., of to (*here state work to be executed*) on (*here describe the parcel of land upon which work is to be done*).

The contract price is (*here state the consideration of contract*).

Witness my hand this                      day of                      18

**FORM 403b.**

*Release of Foregoing Notice.*

(R. S. M. c. 13, s. 17.)

**I, A. B., hereby declare that C. D. hath paid me in full the consideration for the contract registered the day of            at            upon (*here describe parcel of land*).**

Witness my hand      this      day of      18

## MORTGAGES.

FORM 404.

*Charge, or Mortgage, with Bar of Dower.*

## LAND TITLES ACT.

I, A. B., registered the owner of the land, entered in the office of Land Titles, at \_\_\_\_\_, as parcel \_\_\_\_\_, in the register for \_\_\_\_\_, in consideration of \_\_\_\_\_ paid to me, charge such land with the payment to C. D., of, etc., on the \_\_\_\_\_ day of \_\_\_\_\_, 18\_\_\_\_, of the principal sum of \$ \_\_\_\_\_, with interest at the rate of \_\_\_\_\_ per cent. per annum, and with a power of sale to be exercised after default, and \_\_\_\_\_ months' subsequent notice of the intention to sell (*or, as the case may be*), (*add any covenants which are agreed to and are not implied under the Act or otherwise*).

I, E. B., wife of the said A. B., hereby bar my dower in the said land.

This charge is made in pursuance of "The Act Respecting Short Forms of Mortgages," *where it is desired that the covenants, etc., should operate under that Act.*

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_.

(*Signatures of A. B.  
and E. B.*)

Witness,

X. Y.

(*No seal necessary.*)

[NOTE.—If no interest is to be payable, or no power of sale given, substitute the words "without interest," or "without a power of sale," as the case may be.]



## FORM 405

*Mortgage, common Form.*

THIS INDENTURE, made (in duplicate the            day of  
A. D. 18   , in pursuance of the Act respecting  
Short Forms of Mortgages,

BETWEEN            hereinafter called the mortgagor of  
the first part;            his wife of the second part; and  
                         hereinafter called the mortgagee, of the third  
part:

WITNESSETH, that in consideration of            of lawful  
money of Canada, now paid by the said mortgagee to the  
said mortgagor (the receipt whereof is hereby acknow-  
ledged,) the said mortgagor do grant and mortgage unto  
the said mortgagee            heirs and assigns for ever:

All and singular the certain parcel or tract of land  
and premises situate, lying and being            the said party  
of the second part hereby bars her dower in the said lands.

PROVIDED this mortgage to be void on payment of  
lawful money of Canada, with interest at    per cent. per  
annum, as follows:—            and taxes and performance of  
statute labour.

The said mortgagor covenant with the said mort-  
gagee that the mortgagor will pay the mortgage money and  
interest, and observe the above proviso.

That the mortgagor ha a good title in fee simple to  
the said lands; and that he ha the right to convey the  
said lands to the said mortgagee ; and that on default the  
said mortgagee shall have quiet possession of the said  
lands, free from all encumbrances.

And that the said mortgagor will execute such further  
assurances of the said lands, as may be requisite.

And that the said mortgagor ha done no act to en-  
cumber the said lands,

And that the said mortgagor will insure the buildings on the said lands to the amount of not less than        dollars currency.

And the said mortgagor do release to the said mortgagee all claims upon the said lands, subject to the said proviso:

Provided that the said mortgagee in default of payment for        months, may, upon giving        notice in writing, enter upon and lease or sell the said lands; provided that the mortgagee may distrain for arrears of interest; provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable; provided that until default of payment the mortgagor shall have quiet possession of the said lands.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 406

*Short Form Mortgage.*

THIS INDENTURE, made (in duplicate) the        day of        A. D. 18    , in pursuance of the Act respecting Short Forms of Mortgages, BETWEEN

WITNESSETH, that in consideration of        of lawful money of Canada, now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged), the said mortgagor do grant and mortgage unto the said mortgagee        heirs and assigns for ever:

All and singular, th    certain parcel or tract of land and premises.

PROVIDED this mortgage to be void on payment of of lawful money of Canada, with interest        at per cent. per annum, as follows;        and taxes and performance of statute labour.

The said mortgagor covenant with the said mortgagee that the mortgagor will pay the mortgage money and interest and observe the above proviso;

That the mortgagor ha a good title in fee simple to the said lands; and that he ha the right to convey the said lands to the said mortgagee and that on default the mortgagee shall have quiet possession of the said lands, free from all encumbrances. And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

And that the said mortgagor ha done no act to incumber the said lands; and that the said mortgagor will insure the building on the said lands to the amount of not less than currency; and the said mortgagor do release to the said mortgagee all claims upon the said lands, subject to the said proviso:

Provided that the said mortgagee on default of payment for month may enter on and lease or sell the said lands:

Provided that the mortgagee may distrain for arrears of interest; provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable; provided that until default of payment the mortgagor shall have quiet possession of the said lands.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 407.

*Covenant to Pay Taxes and Water Rates.*

And the said mortgagor further covenants for himself his executors, administrators and assigns, that he will during all the time until all the said moneys secured by these presents shall be fully paid and satisfied, pay and

discharge, immediately after they shall be or become due or payable, all taxes, water rates, assessments or charges which may be levied, laid or assessed upon the above described premises or any part thereof: and in case the said party of the first part, his executors, administrators or assigns shall fail or neglect to pay all such taxes, assessments, water rents or charges, or either of them, on said premises, or any part thereof, within        days after the same shall be or become due or payable, then the said mortgagee his executors, administrators or assigns may pay the same; and the sum so paid with interest thereon from the time of such payment, the said mortgagor for himself, his executors, administrators and assigns, covenants to pay to the said mortgagee, his executors, administrators or assigns, on demand, and that the same shall be and be deemed to be secured by these presents and shall be collectable thereon and thereby in like manner as the said principal sum and interest.

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## FORM 408.

*Whole Debt to Become Due on any default.*

And it is hereby expressly agreed that should any default be made in the payment of the said principal or interest, or any part thereof, on any day whereon the same is made payable as above expressed, and should the same remain unpaid and in arrear for the space of        days, then and from thenceforth, that is to say, after the lapse of the said        days, the aforesaid principal sum, with all the arrearage of interest thereon, shall at the option of the said mortgagee his executors, administrators or assigns, become and be due and payable immediately thereafter; although the period above limited for the payment thereof may not then have expired, anything hereinbefore contained to the contrary thereof in any wise notwithstanding, with the like right in the mortgagee and his executors, adminis-

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trators and assigns, at his option to elect that the whole principal, interest, and all sums secured hereby, shall become due after failure, for like times, to insure or pay taxes, assessments, and water rates or any part thereof.

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## FORM 409.

*Covenant to Keep in Repair.*

And further, that he, the said mortgagor, his executors, administrators or assigns, will at all times during the continuance of this security keep in good and tenantable repair the buildings on the demised premises, and that it shall be lawful for the said mortgagor his executors, administrators, or assigns, and his and their agents, at all reasonable times during the continuance of this security, to enter into the said premises to view the state and condition thereof, and to give notice of any defect in the repair or condition of the said premises to the said mortgagor, his executors administrators or assigns, and that he or they shall thereupon without delay amend the same.

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## FORM 410.

*Attornment by Mortgagor to Mortgagee.*

For the better enabling the said mortgagee to receive and enforce payment of the interest hereby secured on the days hereinafter appointed for the payment thereof, the said mortgagor doth hereby attorn and become tenant to the said mortgagee at the yearly rent of                      dollars (same amount as interest) to be paid by two equal half yearly payments, on the                      day of                      and the day of                      in every year during the continuance of this mortgage.

## FORM 411.

*Provision for Reduction of Interest on Punctual Payment.*

Provided always, and it is hereby agreed that if the said mortgagor his heirs, executors, administrators or assigns shall on every half yearly day on which the interest is hereinafter made payable, or within                      days after each of such days respectively, pay to the said mortgagee, is executors, administrators or assigns, interest for the principal sum for the time being owing to him or them on this mortgage at the rate of                      (*a reduced rate*) per cent. per annum, and if the said mortgagor his heirs, executors, administrators and assigns, shall at all times perform and observe all covenants and agreements herein contained, and on his or their parts to be performed or observed then and in such case the said mortgagee his executors, administrators or assigns shall accept interest for the principal sum for the time being owing as aforesaid at the rate of                      (*the reduced rate*) per cent. per annum, for every half year for which such interest shall be punctually paid within the time limited as aforesaid.

or. Provided always, that if interest for such principal sum as shall for the time being be due on this security, at the rate of                      per cent. per annum, shall be paid on every                      day of                      and                      day of                      , or within                      days after each of the said days respectively, then and in every such case such payment of interest during the term of                      .                      years from the date hereof, but not afterwards, shall be accepted by the mortgagee and his executors, administrators or assigns, in lieu of the interest which would otherwise have been payable for the half year in respect of which such payment shall have been made: but so nevertheless that the mortgagor his heirs, executors, administrators and assigns shall not be entitled to the benefit of this proviso for the reduction of interest whilst any interest previously due remains unpaid, or whilst the mortgagee, or his executors, administrators or

assigns, or any receiver appointed in his or their behalf, shall be in possession or in receipt of the rents and profits of all or any of the said premises comprised in this security.

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## FORM 412.

*Privilege of Payment Before Maturity.*

The mortgagor is hereby authorized and permitted to pay the debt hereby secured or any part of it, not less than dollars at any one time, whenever and at such time and times as he may choose: and the mortgagee hereby agrees to accept such payment or payments and thereupon the interest shall cease upon such part of the debt as may be so paid; and upon the full payment of said debt, with all interest up to the date of actual payment, he will discharge this mortgage.

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## FORM 413.

*Mortgagee may Insure if the Mortgagor does not.*

And also, that if default shall be made in keeping the said premises so insured, it shall be lawful for, but not incumbent on, the said mortgagee his executors, administrators and assigns to insure and keep insured the said premises in any sum not exceeding                  dollars and that the said mortgagor his executors, administrators or assigns, will repay to the said mortgagee, his executors, administrators or assigns all moneys expended for that purpose by him or them, with interest thereon, at the rate aforesaid, from the time of the same having been advanced or paid, and that, until such repayment, the same shall be a charge upon the said premises hereinbefore expressed to be hereby demised.

## FORM 414.

*Notice of Sale.*

PROVIDED further that such notice of sale may be effectually given, either in the manner aforesaid, [or by leaving the same with a grown up person on the said lands or any of them, if occupied, or by placing the same on some portion thereof if unoccupied,] or by publishing the same for four successive weeks in some newspaper published in the county in which the mortgaged premises lie, and shall be sufficient whether or not addressed to any person or persons by name or designation, and notwithstanding any person or persons to be affected thereby may be unborn, unascertained, or under disability, and no purchaser shall be bound to inquire into the legality or regularity of any sale under the said power, nor shall any irregularity or want of notice invalidate any such sale.

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FORM 415.*Purchaser not put on Inquiry.*

Provided also that no purchaser at any sale purporting to be made in pursuance of the aforesaid power shall be bound or concerned to see or inquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such



purchaser the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly.

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## FORM 416.

*Power of Sale exercisable by Assigns of Mortgages.*

Provided always, and it is expressly understood and agreed, that the power of sale herein conferred, and all the provisions herein contained shall be exercisable and available by the said mortgagee, his executors, administrators and assigns.

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## FORM 417.

*Mortgagee—Solicitor.*

Provided always, and it is hereby agreed, that the fact of the said mortgagee, or of any other person for the time being entitled to the benefit of this security being a solicitor, shall not prevent him from advising and transacting business in relation hereto, or to the premises hereby conveyed, and from being entitled to charge the said mortgagor, his heirs, executors, administrators and assigns, for such services the usual and accustomed costs and charges as between solicitor and client, and that until payment all moneys, which shall become due in respect of such services as aforesaid, with interest thereon as from the time when the same shall respectively have become due, shall be charged upon the premises in like manner as the said principal and interest hereby secured.

## FORM 418.

*Expenses of Sale to be added to Mortgage.*

And the said mortgagor covenants with the said mortgagee that he, the said mortgagor, his heirs, executors or administrators will on demand re-imburse the said mortgagee, his executors, administrators, or assigns, all expenses under the powers, or any of the powers herein contained, together with interest at the rate aforesaid on all moneys so expended; and that such expenses together with said interest, shall constitute a charge on the premises hereby conveyed, such charge to be enforceable by the same means and in the same manner as in the case of the principal and interest hereby secured.

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## FORM 419.

*Stipulation as to Title on Sale.*

Provided that, in addition to the powers and discretions provided by the said Short Forms Act (or said Act respecting Short Forms of Mortgages), and still in pursuance thereof, such sale as aforesaid may be subject to any stipulations as to title or evidence, or commencement of title or otherwise which the mortgagees shall deem proper; with full power to buy in, or rescind or vary any contract for sale and to resell without being responsible for any loss occasioned thereby.

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## FORM 420.

*Further Power Clause.*

Provided further that on two months' default as aforesaid, the said mortgagee, his executors, administrators or assigns may, without any notice whatsoever, exercise the powers conferred by clause 14, Schedule B, of R. S. O. 1887, c. 107.

## FORM 421.

*Another Power Clause.*

Provided, that the said mortgagee on demand of payment for                      months', may on                      notice enter on and lease or sell the said lands; and it is hereby agreed and declared that this power of sale shall have the meaning ascribed to it by clause fourteen in Schedule B to the Act respecting Short Forms of Mortgages. [*Where the mortgage is by sub-demise add:* And it is hereby also declared that after any sale made under the aforesaid power, the said mortgagor, his executors, administrators and assigns shall stand possessed of the premises sold for the last day of the term granted by the hereinbefore recited indenture of lease, in trust for the purchaser, his executors, administrators and assigns, and to be assigned and disposed of as he or they may direct.]

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## FORM 422.

*Acceleration of Power of Sale.*

Provided also that if the said mortgagor shall become insolvent or enter into any composition with his creditors, then and in such case the mortgagee's power of sale under or by virtue of these presents shall forthwith and without the necessity for any notice or demand for payment whatsoever, and still with the benefit of clause 14, Schedule B, of R. S. O. 1887. c. 107, become exercisable.

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## FORM 423.

*Mortgage to Secure Future Advances.*

THIS INDENTURE, made (in duplicate) the    day of  
A. D. 18    . in pursuance of the Act respecting Short  
Forms of Mortgages:

BETWEEN                      hereinafter called the mortgagor, of  
the first part;                      his wife, of the second part; and  
                                 hereinafter called the mortgagee, of the third part;

WHEREAS the mortgagee has advanced to the said mortgagor, value to the amount of                      dollars, and it has been agreed for further advances and the mortgagor hath agreed to secure the mortgagee (for the present debt of                      and also for further debts to the said mortgagee, whether the same be notes or book accounts owing by the mortgagor) by the lands hereinafter mentioned:

WITNESSETH, that in consideration of                      of lawful money of Canada, now paid by the mortgagee to the mortgagor (the receipt whereof is hereby acknowledged) and also in consideration of further advances by the mortgagee to the mortgagor, the mortgagor doth grant and mortgage unto the said mortgagee, his heirs and assigns forever, all and singular th                      certain parcel or tract of land and premises, situate, lying and being in the                      .

PROVIDED this mortgage to be void on payment of                      dollars, of lawful money of Canada, with interest at                      per cent. and all further advances by the mortgagee to the mortgagor as follows:                      and taxes and performance of statute labour.

Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

The mortgagor covenants with the mortgagee, that the mortgagor will pay the mortgage money and interest, and all further indebtedness of the mortgagor to the mortgagee, whether by note or account, and observe the above provisoes.

And that the mortgagor has a good title in fee simple to the said lands.

And that he has the right to convey the said lands to the mortgagee.

And that on default the mortgagee shall have quiet possession of the said lands, free from all incumbrances.

The mortgagor covenants with the mortgagee that this mortgage shall also form and be a security to the mortgagee for future debts of the mortgagor to the mortgagee.

And that the mortgagor will execute such further assurances of the said lands as may be requisite.

And that this mortgage shall form a charge and claim against the aforesaid lands for all lawful indebtedness of the mortgagor to the mortgagee, whether due or becoming due.

And that the mortgagor doth release to the mortgagee all his claims upon the said lands subject to the said proviso.

Provided that the mortgagee on default of payment for one month may, without notice, enter upon and lease or sell the said lands.

Provided that the mortgagee may distrain for arrears of interest.

And the said party of the second part hereby bars her dower in the said lands.

Provided that until default of payment the mortgagor shall have quiet possession of the said lands.

And that this mortgage shall not be discharged until all lawful debts of the mortgagor to the mortgagee are fully paid and satisfied.

In witness, etc.

Signed, sealed, etc

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FORM 424.

*Mortgage—Special Form.*

THIS INDENTURE, made (in duplicate) the      day of  
A. D. 18      , in pursuance of the Act respecting Short  
Forms of Mortgages: BETWEEN

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WITNESSETH, that in consideration of                      of lawful money of Canada, now paid by the said mortgagee to the said mortgagor, the receipt whereof is hereby acknowledged, the said mortgagor do grant and mortgage unto the said mortgagee                      heirs and assigns for ever, all and singular

TO HAVE AND TO HOLD the same with the appurtenances unto and to the use of the said mortgagee                      heirs and assigns for ever, subject to the proviso for redemption thereof hereinafter contained.

Provided this mortgage be void on payment of of lawful money of Canada, with interest at                      per cent. per annum, as follows:                      and taxes, and performance of statute labour; the said mortgagor covenant with the said mortgagee that the mortgagor will pay the mortgage money, and interest, and observe the above proviso; that the mortgagor ha a good title, in fee simple, to the said lands; and that                      ha the right to convey the said lands to the said mortgagee; and that on default, the mortgagee shall have quiet possession of the said lands, free from all incumbrances; and that the said mortgagor will execute such further assurances of the said lands as may be requisite; and that the said mortgagor ha done no act to incumber the said lands; and that the said mortgagor will insure the buildings on the said lands to the amount of not less than                      currency; and the said mortgagor do release to the said mortgagee all claims upon the said lands, subject to the said proviso.

And it is hereby declared and agreed by and between the said parties hereto, that in case the said interest shall not be paid on the days and times hereinbefore appointed for payment thereof, then and so often as the same shall be in arrear, interest shall become due and payable thereon at the rate aforesaid, from the time the same shall become due until payment thereof.

Provided that the mortgagee on default of payment for  
may enter on and lease or sell the said lands  
without notice.

And the mortgagee covenant with the mortgagor  
that no sale or lease of the said lands shall be made or  
granted by until such time as months' notice,  
in writing, shall have been given to the mortgagor and  
the serving or giving of such notice shall be good and  
effectual, either by leaving the same with a grown up person  
on the said mortgaged premises, if occupied, by or putting  
up the same on some portion thereof, if unoccupied, or, at  
the option of the mortgagee, by publishing the same for  
successive times in some newspaper published in  
the

PROVISO: that the purchaser shall, in no case, be bound  
to ascertain that the default has happened under which the  
mortgagee claim to lease or sell, and that the remedy of  
the mortgagor for breach of the said covenant, shall be  
in damages only, and the sale under the said power shall  
not be affected.

Provided that the mortgagee may distrain for arrears  
of interest.

Provided that, in default of the payment of any instal-  
ment of the principal or interest hereby secured, the whole  
principal hereby secured remaining unpaid, shall become  
payable, but the mortgagee may waive right to call  
in the principal, and shall not be therefore debarred from  
asserting and exercising right to call in the principal  
upon the happening of any future default; provided that,  
until default of payment, the mortgagor shall have quiet  
possession of the said lands.

In witness, etc.

Signed, sealed, etc.

## FORM 425.

*Mortgage by Way of Further Charge.*

THIS INDENTURE, made the       day of       A. D. 18       ,  
BETWEEN A. B., of       of the first part and C. D., of  
of the second part :

WHEREAS by an indenture of mortgage bearing date the       day of       A. D. 18       , and made between the said A. B. of the first part       his wife of the second part, and the said C. D. of the third part ; In consideration of the sum of       then advanced, lent and paid by the said C. D. to the said A. B., he the said A. B., did grant unto the said C. D., his heirs and assigns for ever, all and singular that certain parcel or tract of land and premises situate, lying and being in the       . To hold unto the said C. D., his heirs and assigns, to and for his and their sole and only use for ever, subject to the proviso thereafter contained for redemption of the said premises on payment by the said A. B., his heirs, executors, administrators or assigns, unto the said C. D., his executors, administrators or assigns, of the said sum of       with interest thereon, at six per cent. per annum, at the times and in manner therein mentioned. And whereas the said       wife of the said A. B., has since departed this life. And whereas the said principal sum of       still remains due and owing to the said C. D., upon the security of the said indenture of mortgage, but all interest thereon hath been duly paid and satisfied up to the day of the date of these presents. And whereas the said A. B., having occasion for the further sum of       hath applied to and requested the said C. D. to lend him the same, which he hath consented and agreed to do on having the repayment thereof, with interest, secured in manner hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement and in consideration of the sum of       of lawful money of Canada, this day lent, advanced and



paid by the said C. D., to the said A. B. (the receipt whereof the said A. B. doth hereby acknowledge and therefrom discharge the said C. D., his heirs, executors, administrators and assigns for ever, by these presents); he the said A. B. doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said C. D., his executors, administrators and assigns, that all and singular the said freehold, messuages or tenements, land, hereditaments and premises comprised in and conveyed by the hereinbefore recited indenture of mortgage with the appurtenances, shall from henceforth stand and be charged and chargeable with, and be subject and liable to and shall continue and remain vested in, the said C. D., his heirs and assigns, for securing the repayment as well of the said sum of                    with interest from the date hereof at the rate, upon the times and in manner in the covenant of the said A. B., hereinafter contained, specified and set forth as of the said sum of                    and interest by the said indenture of mortgage secured and made payable, and that the said premises or any part thereof shall not be redeemed or redeemable at law or in equity (or otherwise) until full payment to the said C. D., his executors, administrators or assigns not only of the said principal sum of                    so lent and advanced and secured by the hereinbefore recited Indenture of Mortgage as aforesaid, and the interest to become due thereon respectively, but also of the said principal sum of                    this day lent, advanced and paid as aforesaid, and the interest thereof, according to the covenant herein-after contained, anything in the hereinbefore recited Indenture of Mortgage to the contrary thereof notwithstanding. And the said A. B., doth hereby for himself, his heirs, executors and administrators, further covenant, promise and agree to and with said C. D., his executors, administrators and assigns that he, the said A. B., his heirs, executors, administrators or assigns, shall and will, on or before the day of                    which will be in A. D. 18                   , well and truly

pay or cause to be paid unto the said C. D., his executors administrators or assigns, the said sum of                    together with interest thereon from the date hereof in the meantime, at the rate of six per cent, per annum, half yearly on the                    days of                    and                    until the said principal sum is fully paid and satisfied, such interest to commence and be computed from the day of the date hereof; and the first payment of interest to become due and be made on the day of                    next, without any deduction, defalcation or abatement thereout, for or in respect of any taxes, charges or assessments on the said land and premises, the said sum of money, or the said party of the second part or otherwise howsoever. And it is hereby agreed and declared between the said parties hereto, that all and singular the trust powers, remedies and provisions by the hereinbefore recited Indenture of Mortgage, given to or vested in the said C. D., his heirs, executors, administrators or assigns shall extend and be applicable to the securing and paying to the said C. D., his executors, administrators and assigns as well of the said sum of                    and interest, this day lent and advanced, as also of the said sum of                    and interest thereon as aforesaid. And further, that if default shall be made in payment of the said sum of                    and interest or any part thereof, at the times hereinbefore appointed for payment thereof, he the said A. B., and his heirs and all persons claiming any interest in the said premises in trust for him or them, shall and will at the request of the said C. D., his executors, administrators or assigns, make, do execute and perfect all such further acts and deeds for the better securing the repayment of the said principal sum of                    and interest, and for more effectually charging the said premises, with the repayment thereof, as by the said C. D., his executors, administrators or assigns, or his or their counsel in the law shall be reasonably devised, advised, or required. And the said A. B., lastly, hereby covenants with the said C. D., to insure the said premises in the sum

of            and assign the policy of insurance in the manner.  
upon the terms and subject to the provisions, conditions  
and stipulations in every respect in the said recited inden-  
ture of mortgage, specified and set forth in lieu of the said  
sum of            therein mentioned as to be insured upon the  
said premises.

In witness, etc.

Signed, sealed, etc.

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FORM 426.

*Mortgage to Building Society.*

THIS INDENTURE, made in duplicate the       day of  
A. D. 18   , in pursuance of the "Act respecting Short Forms  
of Mortgages,"

BETWEEN       of       hereinafter called "the mort-  
gagor," of the first part; The       Permanent Loan and  
Savings Company, hereafter called "the company," of the  
second part; and       wife of the said mortgagor, of the  
third part,

WITNESSETH, that in consideration of       dollars now  
paid by the company to the mortgagor (the receipt where-  
of is hereby acknowledged), the mortgagor doth grant and  
mortgage unto the company forever       provided this  
mortgage to be void on payment of       in equal  
instalments (being) (on account of principal and) (on account  
of interest)       on the first day of       the month  
of       in each year during the term of       years. The  
first of said payments to become payable on the first day  
of       eighteen hundred and       together with all  
fines imposed by the company on the mortgagor on account  
of default in payment according to the company's rules,  
and taxes and performance of statute labour.  
Provided that on default of payment for       months of

any portion of the money hereby secured the whole of the instalments hereby secured shall become payable.

The mortgagor covenants with the company, that the mortgagor will pay the mortgage money and interest, and observe the above provisoes ; that the mortgagor has a good title in fee simple to the said lands ; that he has the right to convey the said lands to the company ; that on default the company shall have quiet possession of the said lands, free from all incumbrances ; that the mortgagor will execute such further assurances of the said lands as may be requisite ; that the mortgagor has done no act to encumber the said lands ; that the mortgagor will insure the buildings on the said lands to the amount of not less than          dollars.

And the parties of the first and third parts do release to the company all his, her or their claims upon the said lands subject to the said proviso.

Provided that the company, on default of payment for          months, may, without any notice, enter upon and lease or sell the said lands for cash or credit.

Provided that the company may distrain for arrears of instalments.

And the said party of the the third part, the wife of the mortgagor, hereby bars her dower in the said lands.

The mortgagor agree, that neither the execution nor registration of this mortgage shall bind the company to advance the moneys.

And it is hereby declared, that in case the company satisfies any charge on the lands, the amount paid shall be payable forthwith with interest, and, in default, the power of sale hereby given shall be exercisable, and in the event of the money hereby advanced or any part thereof being applied to the payment of any charge or incumbrance, the company shall stand in the position and be entitled to all the equities of the person or persons so paid off.

. In witness, etc.

Signed, sealed, etc.

## FORM 427.

*Mortgage to Building Society, Covenant not to Sue upon.*

THIS INDENTURE made the,       day of       A. D. 18       ,  
BETWEEN A. B. etc., trustees of the       Building Society,  
of the one part, and C. D., of       of the other part.

WHEREAS by Indenture bearing date the       day of  
A. D. 18       , and made between       and the said  
C. D., of the       part; All and singular that certain parcel or tract of land and premises situate, lying and being  
was granted, bargained, sold and conveyed to the said  
heirs and assigns forever.

And WHEREAS by indenture of mortgage dated the  
day of       A. D. 18       , and made between the  
said C. D. of the one part, and the said A. B. etc., trustees of  
the       Benefit Building and Investment Society of the other  
part, the ground, messuages and premises comprised in and  
conveyed by the said hereinbefore recited indenture, were  
conveyed to the said trustees, their successors and assigns  
for ever; but upon the trust and subject to the provisoes  
therein contained, being trusts and provisions for securing  
the due and regular payment by the said C. D., his heirs  
executors, administrators and assigns, of all subscription  
moneys, fines, and other payments due and to become due  
and payable to the said society on or in respect of the  
shares of the said C. D. in the said society (which  
in the now said indenture of mortgage are stated to  
have been advanced to him immediately before the execution thereof), or otherwise as a member of the said society by  
the said C. D., his heirs, executors, administrators and  
assigns.

And whereas the shares of the said C. D. in the said  
society have been transferred to E. F. of       gentleman,  
and the messuages and premises comprised in and conveyed  
by the said firstly hereinbefore recited indenture have been

by indenture bearing date the       day of       A. D. 18   ,  
conveyed unto the said E. F., his heirs and assigns for ever  
subject to the said hereinbefore recited indenture of  
mortgage of the       day of       A. D. 18   , and the  
security thereby made and the payments of the moneys and  
observance of the rules of the said society thereby secured.

And whereas the said E. F., in compliance with the rules  
of the said society in that behalf, upon the transfer of the  
said shares to him, entered into a covenant with the said  
trustees for the payment of all subscriptions and other pay-  
ments to become due to the said society in respect of the  
said shares so transferred, and to observe the rules of the  
said society and the covenant on the part of the said C. D.,  
contained in the said hereinbefore recited indenture of  
mortgage of the       day of       A. D. 18   . And whereas  
the said C. D. hath requested the said A. B., etc., trustees of  
the       Building Society, in compliance with the rules  
of the said society, to release him from all liability under  
the hereinbefore recited indenture of mortgage of the  
day of       A. D. 18   , and they have accordingly agreed to  
enter into the covenant hereinafter contained.

NOW THIS INDENTURE WITNESSETH, that in pursuance  
of the said agreement and in consideration of the pre-  
mises, and in compliance with the rules of the said society  
the said A. B., &c., as such trustees as aforesaid, do hereby  
for themselves, their successors and assigns, covenant and  
declare, with and to the said C. D., his heirs, executors and  
administrators, that they, the said A. B., &c., trustees of the  
said       Building Society, their successors or assigns, shall  
not nor will at any time or times hereafter commence or  
prosecute against the said C. D., or his heirs, executors or  
administrators, (in respect of his estate) any action, suit, or  
other proceeding at law or in equity for or in respect of the  
breach or non-performance of the covenants on the part of  
the said C. D., his heirs, executors, administrators or  
assigns, contained in the said hereinbefore recited Indenture

of mortgage of the            day of            A. D. 18    , or any of them, but nothing herein contained shall be construed as releasing the said E. F. (as such purchaser as aforesaid), his heirs, executors, administrators and assigns, from the performance of the said covenants, or as in any way prejudicing or affecting the exercise of all the trusts, powers and authorities contained in the said indenture of mortgage, in like manner as if this indenture had never been made or executed.

In witness, &c.,

Signed, sealed, &c.

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FORM 428.

*Mortgage of Real Estate to Secure Endorsement.*

THIS INDENTURE, made (in duplicate) the            day of  
A. D. 18    , in pursuance of the "Act respecting  
Short Forms of Mortgages," BETWEEN

WHEREAS the said Mortgagee ha endorsed the  
several Promissory note of the said mortgagor for the  
sum of            of lawful money of Canada    cop of which  
hereunto annexed and marked respectively  
and whereas, the said mortgagor ha agreed to execute  
these presents for the purpose of indemnifying and saving  
harmless the mortgagee from the payment of the promissory  
note or any part thereof, or any note or notes hereafter  
to be endorsed by the said mortgagee for the accommodation  
of the said mortgagor by way of renewal of the  
said recited note or any interest to accrue thereunder, or  
otherwise howsoever.

WITNESSETH, that in consideration of the premises, and  
of the sum of one dollar of lawful money of Canada, now  
paid by the said mortgagee to the said mortgagor  
(the receipt whereof is hereby acknowledged), the said

mortgagor do grant and mortgage unto the said mortgagee, heirs and assigns for ever, all and singular th certain parcel or tract of land and premises situate, lying and being

PROVIDED this mortgage to be void on payment by the said mortgagor of the said promissory note or any renewals of the same, and saving harmless the said mortgagee from all loss, costs, charges, damages or expenses, in respect of the said note or renewals, and shall pay or cause to be paid the said promissory note so as aforesaid, endorsed by the said mortgagee cop whereof hereunto annexed, and shall pay or cause to be paid all and every other note or notes which may hereafter be endorsed by the said mortgagee for the accommodation of the said mortgagor by way of renewal of the said note and all interest in respect thereof, or otherwise, then these presents shall cease and be utterly void, and taxes and performance of statute labour.

The said mortgagor covenant with the said mortgagee that the mortgagor will observe the above proviso:

That the mortgagor ha a good title in fee simple to the said lands; and that he ha the right to convey the said lands to the said mortgagee.

And that on default the mortgagee shall have quiet possession of the said lands, free from all incumbrances; and that the said mortgagor will execute such further assurances of the said lands as may be requisite;

And that the said mortgagor ha done no act to incumber the said lands:

And that the said mortgagor will insure the building on the said lands to the amount of not less than currency;

And that the said mortgagor do release to the said mortgagee all claims upon the said lands, subject to the said proviso.



PROVIDED that the said mortgagee on default of payment of any one of the said promissory note by the said mortgagor for        months may, without notice, enter on and lease or sell the said lands; provided that the mortgagee may distrain for arrears of interest; provided that on default of the payment of the interest hereby secured, the principal hereby secured shall become payable; provided that until default of payment the mortgagor shall have quiet possession of the said lands.

In witness whereof, &c.

Signed, sealed, &c.

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FORM 429.

*Mortgage of Lease.*

THIS INDENTURE, made (in duplicate) the        day of  
A. D. 18    , in pursuance of the "Act respecting  
Short Forms of Mortgages."

BETWEEN        hereinafter called the mortgagor        of  
the first part;        hereinafter called the mortgagee        of the  
part.

WHEREAS, by a certain lease dated the        day of  
one thousand eight hundred and        made between  
the said lessor therein named did demise and  
lease unto        all and singular th        certain parcel or  
tract of land and premises situate, lying and being

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of        of lawful money of Canada now paid by the said mortgagee to the said mortgagor (the receipt whereof is hereby acknowledged), the said mortgagor do grant and mortgage unto the said mortgagee,        executors, administrators and assigns, all and singular, the said above described parcel of land, and premises comprised in, and demised by the said hereinbefore in part

recited lease together with the said lease, and all benefit and advantage to be derived therefrom : To have and to hold the same, together with all houses and other buildings, easements, privileges, and appurtenances thereunto belonging, or appertaining unto the said mortgagee, executors, administrators and assigns, from henceforth for and during all the residue of the said term of years granted by the said lease, and for all other the estate, term, right of renewal (if any), and other the interest of the said mortgagor therein or thereto, subject to the payment of the rent and the observance and performance of the lessee's covenant and agreements in the said indenture of lease reserved and contained,

PROVIDED, this mortgage to be void on payment of the full sum of dollars of lawful money of Canada, with interest thereon at per centum per annum, on the days and times following, that is to say :— and taxes and performance of statute labour :

The said mortgagor covenant with the said mortgagee that the mortgagor will pay the mortgage money and interest and observe the above proviso.

And that the said in part recited lease is good, valid, and subsisting, and not surrendered, forfeited, or become void or voidable; and that the rent and covenants therein reserved and contained, have been duly paid and performed up to the day of the date hereof.

And that the said mortgagor ha the right to convey the said lands to the said mortgagee

And that on default the mortgagee shall have quiet possession of the said lands free from all incumbrances except as aforesaid

And that the said mortgagor will execute such further assurances of the said lands as may be requisite

And that the said mortgagor ha done no act to encumber the said lands.

And that the said mortgagor will until default in payment of the said principal money or interest pay and perform the rent and covenants reserved and contained in said lease, and that the said mortgagor will insure the buildings upon said land to the amount of not less than currency:

And the said mortgagor do release to the said mortgagee all claims upon the said lands subject to the said proviso:

Provided that the said mortgagee in default of payment for months may giving notice enter on, lease or sell the said lands.

Provided that the mortgagee may distrain for arrears of interest: provided that in default of payment of the interest hereby secured, the principal hereby secured shall become payable: provided, that until default of payment the mortgagor shall have quiet possession of the said lands:

In witness whereof, &c.

Signed, sealed, &c.

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FORM 430.

*Mortgage of a Life Policy.*

THIS INDENTURE, made the       day of       A.D. 18   ,  
 BETWEEN       of       hereinafter called the mortgagor, of the one part, and       of       hereinafter called the mortgagee, of the other part. In consideration of paid by the said mortgagee to the said mortgagor, WITNESSETH as follows:

1. The said mortgagor covenants, that he, his heirs, executors or administrators, will on the       day of       pay to the said mortgagee, his executors, administrators, or assigns, the said sum of       with interest at the rate of       per cent. per annum.

2. For the consideration aforesaid, the said mortgagor assigns to the said mortgagee, his executors and administrators, a policy granted to the said mortgagor, on the day of        by the        Company, and numbered with all moneys ultimately payable thereon, and with power to the said mortgagee, his executors, administrators and assigns, and his and their substitute and substitutes, to recover and give receipts for the premises in the name or names of the said mortgagor, his executors or administrators.

3. Provided that if the foregoing covenant shall be satisfied, the said mortgagor, his heirs, executors, administrators and assigns, shall be entitled, at his or their respective costs, to a re-assignment of the premises hereby assigned.

4. The said mortgagor, for himself, his heirs, executors and administrators, covenants with the said mortgagee, his executors, administrators and assigns, that he the said mortgagor is entitled to execute this assignment of the premises, free from incumbrances, and that he and all necessary parties will, at the cost of his estate, do all acts required for perfecting such assignment, and effecting the recovery of the premises.

5. The holder or holders of this security may sell or surrender to the said company the said policy or any policies effected in lieu thereof, as hereinafter mentioned, dealing with the same, as regards the purchaser's protection as absolute owners thereof.

6. The said mortgagor, for himself, his heirs, executors and administrators, covenants with the said mortgagee, his executors, administrators and assigns, that he the said mortgagor, his heirs, executors and administrators, will pay interest after the rate aforesaid on all principal sums continuing secured hereon by two equal half-yearly payments, on the        day of        and the        day of        and will pay the premiums on the said policy when due. and will do or suffer nothing whereby the same may become

void, voidable or lapsed ; and in any such event will, at his own cost, do all acts required to enable a policy in lieu thereof to be effected ; and will repay to the said mortgagee, his executors, administrators or assigns, on demand, with interest at the rate aforesaid, all costs, charges and expenses incurred by him or them for effecting and keeping up the said policy or any policy substituted for the same as aforesaid.

7. Provided, that all the covenants herein contained shall apply to any such substituted policy or policies in the same manner as to the premises hereby assigned.

In witness, &c.

Signed, sealed, &c.

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FORM 431.

*Notice to the Insurance Company of the Mortgage.*

To the            Company, their directors and secretary.

[*Date and address.*]

Gentlemen,

Take notice, that, by indenture dated the       day of  
A. D. 18    , the policy granted by you upon the life  
of       of       and numbered       , was assigned by him to  
me to secure the sum of       and interest at the rate of  
per cent. per annum.

I am, Gentlemen,

Your obedient servant.

---

FORM 432.

*Mortgage Bond.*

KNOW ALL MEN BY THESE PRESENTS, that I,       of the  
of       in the county of       and Province of       am  
held and firmly bound to       both of the       of       in

the county of        and Province aforesaid, esquires, in the sum of        of lawful money of Canada, to be paid to the said        or to their certain attorney, executors, administrators or assigns; for the payment of which sum, to be well and truly made, I bind myself, my heirs, executors and administrators, firmly by these presents, sealed with my seal, dated this        day of        A. D; 18        ,

WHEREAS, by Indenture of Mortgage, dated on or about the        day of        A. D. 18        , and made between of the one part, and the said        of the other part, the said        for the consideration therein mentioned did covenant with the said        their executors and administrators, that he the said        his heirs, executors or administrators, would pay unto the said        or the survivor of them, or the executors or administrators of such survivor, their or his assigns,        the sum of        on the        day of        A. D. 18        , with interest for the same after the rate of        per cent. per annum,        on the first day of        and        in each year.

And whereas, before the execution of the said mortgage, the said        did require the said        and the said        did then agree to become personally bound for the due payment of the said interest:

Now the condition of this obligation is such, that if the said        his heirs, executors or administrators, should from time to time and at all times hereafter, during the continuance of the said mortgage, well and truly pay all interest moneys by the said mortgage secured at the days and times and in manner by the said mortgage appointed for payment thereof, then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed, &c.

## FORM 433.

*Assent of Subsequent Mortgagee Indorsed upon Extension of First Mortgage.*

Whereas I (name, etc.) am the holder of a second mortgage upon the premises herein described or referred to, in consideration of the sum of one dollar to me paid, and of the within written agreement for extension, I do hereby assent to the same, and do agree not to tender payment of the mortgage therein mentioned until after the expiration of the extended time of payment agreed upon by the within written extension.

Dated this      day of              18      .

## FORM 434.

*Statutory Discharge of Mortgage.*

PROVINCE OF ONTARIO,	}	DOMINION OF CANADA,
TO WIT:		

TO THE REGISTRAR of the              do certify that  
 ha satisfied all money due on or to grow due on  
 a certain mortgage made by              which mortgage bears  
 date the      day of              A.D. 18      , and was registered in  
 the registry office for the              on the              day of  
 A.D. 18      , at              minutes past              o'clock              noon, in  
 Liber              for              as No.      . [*Here mention the  
 day and date of registration of each assignment thereof,  
 and the names of the parties—or mention that such mort-  
 gage has not been assigned, as the case may be.*] And  
 that I am the person entitled by law to receive the money;  
 and that such mortgage is therefore discharged.

Witness my hand this              day of              A.D. 18      .

Witness:

ONTARIO: } I,  
 County of } of the of  
 in the county of  
 To wit: } make oath and say:

1. That I was personally present and did see the within certificate of discharge of mortgage duly signed and executed by the part thereto.

2. That the said certificate of discharge of mortgage was executed at

3. That I know the said

4. That I am a subscribing witness to the said certificate of discharge of mortgage.

Sworn before me at  
 in the county of  
 this day of  
 A. D. 18 .

A Comm., etc.

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FORM 435.

*Discharge of part of Mortgaged Premises.*  
 (Statutory.)

PROVINCE OF ONTARIO, }  
 To wit: } DOMINION OF CANADA.

TO THE REGISTRAR of the I, do certify  
 that ha satisfied the sum of dollars,  
 part of the moneys mentioned in a certain mortgage made  
 by which mortgage bears date the day of  
 A. D. 18 , and was registered in the registry office for the  
 on the day of A. D. 18 , at minutes  
 past o'clock in the noon, in Liber for  
 as No. and that such mortgage and  
 that the person entitled by law to receive the



money, and that such part of the lands as is herein more particularly described, that is to say: is therefore discharged.

Witness hand this day of A. D. 18 .

Witness:

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FORM 486.

*Release of Part of Mortgaged Premises.*

*(By deed.)*

THIS INDENTURE, made (in duplicate) the day of  
A. D. 18 ,

**BETWEEN**

WHEREAS by a certain mortgage, dated on the day of one thousand eight hundred and and made between for the consideration therein mentioned, the lands and premises hereinafter released were, together with other lands and premises, conveyed unto for securing the sum of and interest as therein mentioned :

AND WHEREAS the said part hereto of the first part ha agreed to release such part of the premises herein-after described from the said mortgage security :

NOW THIS INDENTURE WITNESSETH, that in consideration of the sum of of lawful money of Canada, now paid by the said part hereto of the part, to the said part hereto of the first part (the receipt whereof do hereby acknowledge,) the said part hereto of the first part do by these presents grant, reconvey and release, unto the said part hereto of the part, heirs, executors, administrators and assigns, all and singular th certain parcel or tract of land and premises situate, lying and being .

TO HAVE AND TO HOLD the same, with the appurtenances, unto the said part hereto of the part heirs and assigns, to and for their sole and only use for ever: Freed and absolutely acquitted, exonerated and discharged of and from the said indenture of mortgage, and the principal money and interest thereby secured, and every proviso, covenant, matter and thing therein contained.

And the said part hereto of the first part, do hereby, for heirs, executors, administrators and assigns, covenant, promise and agree, to and with the said part hereto of the part, heirs and assigns, that the said part hereto of the first part, heirs, executors, administrators and assigns, shall not nor will at any time hereafter proceed against the portions of the said lands hereby released by legal or equitable process, or otherwise nor look to the same, or any part thereof, for payment of the said principal moneys or interest, or any part thereof, nor disturb, molest or put to charge or damage the part hereto of the part, heirs or assigns, or the present or future owners or occupiers of such hereby released portions of the said premises, for, or by reason, or on account of the said indenture of mortgage, or anything therein contained

And that ha not done, permitted or executed any act, deed, matter or thing whereby the said hereditaments hereinbefore released have been or may be in any manner charged, affected or incumbered in title, estate or otherwise howsoever.

PROVIDED ALWAYS that nothing herein contained shall affect the said before in part recited mortgage, or its legal validity, so far as regards the unreleased portion of the said lands and premises, or any part thereof.

In witness, etc.

Signed, sealed, etc.

## FORM 437.

*Application to notify Cessation of a Charge created after  
Registration of Land.*

## LAND TITLES ACT.

## TO THE MASTER OF TITLES:

I, A. B., of            in the            of            , the registered owner of the charge made by C. D. to me, (or to E. G. and transferred to me), dated the            day of            , 18    , and registered as No.            on the land, (or part of the land), registered in the office of Land Titles at Toronto as parcel            , in the register for the            , hereby authorize the Master of Titles to notify on the register the cessation of the said charge. (*Where only part of the land covered by the charge is to be released, add as to the following land, describing the land to be released from the charge*).

Dated the            day of            , 18    .

Witness,

E. F.

A. B.

(*No seal necessary*).

## FORM 438.

*Application to notify Cessation of Incumbrance or Lease  
existing on first Registration.*

## LAND TITLES ACT.

A. B., the registered owner of the land entered in the register for            , as parcel            , hereby requests the Master to notify on the register the cessation of the incumbrance, (*describing it*), (or the determination of the lease, (*describing it*), entered upon the register, the same being discharged, (or determined), as appears by the abstract of

title marked A, (or as appears from the receipt endorsed upon the instrument of incumbrance, (or *otherwise, as the case may be*), and the affidavit of \_\_\_\_\_ lodged herewith.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 18 .

*Signature of A. B. or his Solicitor.*

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FORM 439.

*Application for partial Discharge of Incumbrance created before first Registration of Land.*

LAND TITLES ACT.

TO THE MASTER OF TITLES :

I, A. B., of &c., do certify that C. D. has satisfied \$ \_\_\_\_\_, part of the money mentioned in a certain mortgage for the sum of \$ \_\_\_\_\_, made by the said C. D. to me, (or *according to the fact*), which mortgage bears date the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_\_, and was registered in the registry office for \_\_\_\_\_ as No. \_\_\_\_\_, and that such mortgage has not been assigned, (or, that such mortgage was assigned as follows, *stating the particulars of the assignment*, and that the said mortgage has not been further assigned).

And I further certify that I am the person entitled by law to receive the said money, and I hereby authorize the Master of Titles to discharge from the said mortgage the following lands, (*describe lands to be released*), being portion of the lands included in the said mortgage, and being also part of the land registered in the office of the Land Titles at \_\_\_\_\_ as parcel \_\_\_\_\_ in the register for \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 18 .

Witness,

E. F.

A. B.

(No seal necessary).

## LAND TITLES ACT.

I, A. B., above named, make oath and say, that I am the owner of the above mentioned mortgage, and the statements contained in the above certificate are true.

Sworn, &c.

A. B.

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I, C. D., the registered owner of the land above described, request the Master of Titles, to enter on the register a cessation of the above mentioned charge, so far as it affects the said land.

C. D., (*or X. Y., Solicitor for C. D.*)

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## FORM 404a.

*Mortgage Under Dominion Land Titles Act, 1894.*

I, A. B., being registered as owner of an estate (*here state nature of interest*), subject, however, to such encumbrances, liens and interests as are notified by memorandum under-written (*or endorsed hereon*), of that piece of land (*description*), part of                      section                      township                      range                      (*or as the case may be*), containing                      acres, be the same more or less (*here state rights of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grants, refer thereto for description of parcels and diagrams; otherwise set forth the boundaries and accompany the description by a diagram*), in consideration of the sum of                      dollars lent to me by E. F. (*here insert description*), the receipt of which sum I do hereby acknowledge, covenant with the said E. F.:

Firstly. That I will pay to him, the said E. F., the above sum of                      dollars, on the                      day of

Secondly. That I will pay interest on the said sum at the rate of            on the dollar, in the year, by equal payments, on the       day of       and on the       day of       in every year.

Thirdly. (*Here set forth special covenants, if any*). And for the better securing of the said E. F. the repayment, in manner aforesaid, of the principal sum and interest, I hereby mortgage to the said E. F. my estate and interest in the land above described.

In witness whereof I have hereunto signed my name this       day of       18

Signed by the above named A. B.,       }  
as mortgagor, in presence of       }

(*Insert memorandum of mortgages and encumbrances.*)

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FORM 404b.

*Encumbrance Under Dominion Land Titles Act, 1894.*

I, A. B., being registered as owner of an estate (*state nature of estate*), subject, however, to such mortgages and encumbrances as are notified by memorandum under-written (*or endorsed hereon*), of that piece of land of (*description*), part of       section township       range       (*or as the case may be*), containing       acres, more or less (*here state right of way, privileges, easements, if any, intended to be conveyed along with the land, and if the land dealt with contains all included in the original grant or certificate of title, refer thereto for description of parcels and diagrams, otherwise set forth the boundaries and accompany the description by a diagram*), and desiring to render the said land available for the purpose of securing to and for the benefit of C. D., of (*description*), the (sum of money, annuity or rent charge), hereinafter mentioned; do hereby encumber the said land, for the benefit of the

said C. D., with the (sum, annuity or rent charge), of to be paid at the times and in the manner following, that is to say: (*here state the times appointed for the payment of the sum, annuity or rent charge intended to be secured, the interest, if any, and the events in which such sum, annuity or rent charge shall become and cease to be payable, also any special covenants or powers, and any modification of the powers or securities given to an encumbrance by this Act*); and subject as aforesaid the said C. D. shall be entitled to all powers and remedies given to an encumbrance by The Land Titles Act, 1894.

Signed by the above named     }  
                                   in presence of    }

*(Insert memorandum of mortgages and encumbrances.)*

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FORM 410a.

*Another Form.*

The mortgagees do hereby demise unto the said mortgagor the lands, etc., hereinbefore expressed to be hereby granted, and the said mortgagor doth hereby attorn tenant thereof to the said mortgagees at the rent of \$           per annum, being a fair and reasonable rent, to be paid in advance half-yearly, on the           day of June and December in every year, the first of such payments to be made on or before the execution of these presents, and the next on the said           day of June, and so on thenceforth; provided, nevertheless, that the said mortgagees, their executors, administrators and assigns, may, at any time after the said           day of December, enter into and upon the said lands and hereditaments, or any part thereof, and thereby, or in any other way they or he may think fit, determine the tenancy hereby created, without giving to the mortgagor any previous

notice to quit; and further, that nothing hereinbefore contained shall constitute the said mortgagee or mortgagees in possession for any other purpose than the making of the above determinable demise, or subject to any liability to account, or other liability incident to the position of mortgagees in possession.

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FORM 410b.

*Another Form.*

And, for the purpose of better securing the punctual payment of the interest on the said principal sum, the mortgagor hereby attorns tenant to the mortgagee of the premises hereby demised at the yearly rent of to be paid half-yearly, on the       day of       and in each year; provided always, that the mortgagee, his executors, administrators or assigns, may, at any time after the said       day of       next, enter into and upon the said premises, or any part thereof, and determine the tenancy hereby created, without giving to the mortgagor any notice to quit: *Hall v. Comfort*, 18 Q. B. D. 11; see also *Re Threlfall*, 16 Ch. D. 274.

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FORM 435a.

*Discharge of Mortgage by Sheriff.*

(56 Vic. c. 21 (O.) SCHEDULE.)

To the Registrar of the County (Division or City, as the case may be), of

I, A. B., of       Sheriff of the County of       or Bailiff of the (number) Division Court of the County (or City, as the case may be), of       do certify that by virtue of a writ of execution wherein C. D. is plaintiff and E. F. defendant, issued out of Her Majesty's High Court of Justice (or as the case may be), and to me directed, I seized a certain mortgage, made by one J. H., of (as described in said mortgage), bearing date the day of       A.D. 18       and registered at       of the



clock in the forenoon, liber                      for                      No. (as the case may be), of the                      day of                      in the same year (as the case may be), to E. F., of                      (as described in the mortgage), the defendant in the said writ of execution named, and such mortgage has not been assigned (or has been assigned to the defendant, and such assignment has been registered as follows: (Here set out date and registration of assignment). And I further certify that I have levied from the said mortgagor, his executors, administrators or assigns (as the case may be), the full amount of said mortgage (or \$                      parcel of said mortgage), and that such mortgage is therefore discharged (or that such mortgage is as to \$                      parcel of the moneys thereby payable, discharged).

As witness my hand and seal of office (or the seal of the said Court) this                      day of                      A.D. 18

Witness

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FORM 439a.

*Cessation of Charge—Land Titles Act.*

I,                      of, etc.,                      the registered owner of the charge hereinafter mentioned, do certify that                      of the                      of                      has satisfied all money due, or to grow due, on a certain charge for the sum of                      dollars, made by                      to                      (if the charge has not been transferred, insert *me*; if it has been transferred, insert the name of the person in whose favour the charge was originally made, and add "and transferred to me"), which charge bears date the                      day of                      18                      and was registered in the register for                      on the land registered in the office of Land Titles at                      as parcel No.

. And I further certify that I am the person entitled by law to receive the said money, and I hereby authorize the Master of Titles to notify the cessation of the said charge upon the lands included in the said charge, being the said parcel No.

Dated, etc.

Witness

## MORTGAGE SALE

FORM 440.

*Notice of Sale.*

To (*names of parties entitled*). I (*or we*) (*name of mortgagee or person exercising*) of the                      of  
in the county of                      , hereby give you notice that  
demand payment of the sum (*state amount*) and  
interest thereon at the rate of                      per centum per  
annum from the                      day of                      one thousand  
eight hundred and ninety-                      , due to                      the  
said (*name of mortgagee*), upon a certain indenture of  
mortgage executed by (*name of mortgagor*) and wife, to  
(*name of mortgagee*), dated                      day of                      , one  
thousand eight hundred and ninety-                      , and which  
mortgage was registered in the registry office for the  
county of                      the                      day of                      , 189                      , for  
securing payment of (*state amount*) and interest thereon,  
as therein mentioned, on the following property, namely,  
all that (*insert description as in mortgage*). And take  
notice, that unless payment of the said mortgage money and  
interest, costs, expenses, be made within (*one calendar  
month*) from the time of your being served herewith,  
the said (*name of mortgagee*) will proceed, with or without  
any consent or concurrence on your part, and without any  
further notice to you to enter into possession of the said  
premises, and to receive and take the rents and profits  
thereof; and whether in or out of possession of the same,  
to make any lease or leases of the same, as                      the said  
(*name of mortgagee*) shall see fit; AND TO SELL AND ABSO-  
LUTELY DISPOSE of the said lands and premises, either by  
auction or private sale, or partly by auction and partly by  
private sale, as the said (*name of mortgagee*) may deem

proper, either for cash or upon such terms of credit as  
(*name of mortgagee*) may think proper, and to convey and  
assure the same, when so sold, unto the purchasers thereof,  
as shall direct or appoint.

Dated at            this            day of            , A. D. 18   .

(*Name of mortgagee*).

*Per (name and address of solicitor).*

*Solicitor for mortgages*

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FORM 441.

*Indorsement of Service of Notice.*

Served a true copy of this notice on            personally,  
at            on the            day of            , 18   .

Or served a true copy of this notice on            , by  
delivering to, and leaving the same with            , at his  
residence within this Province, being            ; or by posting  
the same upon the door of his last residence within this  
Province, being            , on            day, the            day  
of            18   .

(*Signed*),

(*Address, etc.*)

---

FORM 442.

*Acknowledgment of Notice.*

Received this            day of            , 18   , a duplicate  
of the within notice. Or

I ACKNOWLEDGE to have received notice of sale by  
(*name of mortgagee*), of the premises therein described, and  
hereby admit service thereof, this            day            18

## FORM 443.

*Notice by Publication in Newspaper.*

## MORTGAGE SALE.

To (*name of parties entitled*), I (*or we*) (*name of mortgagee or person exercising*), hereby give you notice that demand payment of the sum of (*state amount*), and interest thereon at the rate of            per centum per annum from the            day of           , 18   , due to (*name of mortgagee*), upon a certain mortgage by (*name of mortgagor*) and his wife to (*name of mortgagee*) dated (*day of month*), 18   , and registered in the registry office for the county of           , (*day of month*), 18   , in book           , for           , as No.           .

The lands included in the above mortgage are (*insert short description*).

AND TAKE NOTICE that unless payment of the said mortgage money and interest and costs be made within (*one month*) from the first publication hereof (*name of mortgagee*) will proceed, with or without any consent or concurrence on your part, and without any further notice to you to enter into possession of the said premises (*and so forth, as in preceding form*).

## FORM 444.

*Order allowing "Further Proceedings" under R. S. O. 1887, c. 102, s. 30.*

In the matter of a mortgage purporting to be made between (*describing the parties thereto as in the mortgage*), and bearing date the            day of           , 18   .

(*Name of judge*), in Chambers.

Upon application of the solicitor for (*name of mortgagee*), and, upon hearing read the affidavit of           , it is ordered that the said (*name of mortgagee*) be at liberty

to advertise for sale the lands and premises included in the said mortgage (concurrently with the period of notice of sale as provided in the said mortgage) or (at the time of serving, by advertising, notice of sale as provided in the said mortgage).

And it is further ordered that the mortgagee be allowed the costs of this application.

Dated at                      , this                      day of                      , 18                      .  
(Signature of judge.)

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FORM 445.

*Form of Advertisement.*

MORTGAGE SALE.

Under and by virtue of the powers contained in a certain mortgage which will be produced at the time of sale, there will be offered for sale by public auction, by (name of auctioneer), at                      , day, the day of                      , 18                      , at the hour of                      o'clock in the noon, the following property: (*short description by lots and streets*). On the property are (*enumerate improvements*).

For terms and conditions of sale, apply to  
(Name and address of solicitor.)

Dated                      . 18                      .

---

FORM 446.

*Declaration as to Default.*

1. I am (*set out capacity*), and have a personal knowledge of the matters in connection with this mortgage.

2. That the instalment of (*interest, or principal, or whatever it is*), due on the                      day of                      , 18                      ,

under a certain mortgage, made by                      to  
 bearing date the                      day of                      , 18                      (and now  
 held by so and so), has not been paid to (this date).

---

FORM 447.

*Declaration of Service of Notice.*

IN THE MATTER of a certain mortgage made by (name  
 of mortgagor) to (name of mortgagee) bearing date the  
                     day of                      , 18                      , and of sale proceedings  
 thereunder.

I                      , of the                      of                      , in the county  
 of                     

DO SOLEMNLY DECLARE that:

1. I did on the                      day of                      , one thousand  
 eight hundred and                      , (personally) serve                      with a  
 true copy of the notice of exercising power of sale hereunto  
 annexed, by delivering such copy to, and leaving the same  
 with him (or, as the case may be, with a grown up person  
 residing on the premises mentioned in same.)

And I make this solemn declaration conscientiously  
 believing it to be true, and knowing that it is of the same  
 force and effect as if made under oath and by virtue of the  
 Canada Evidence Act, 1893.

Declared before me, at the                      }  
                     of                      in the                      }  
 county of                      , this                      }  
 day of                      , 18                      .

*A Commissioner, etc.*

---

FORM 448.

*Declaration of Posting up Notice.*

1. I did, on the                      day of                      , 18                      , take a  
 true copy of the annexed Notice of Exercising Power of  
 Sale to the premises mentioned in the same, being on

street; (or as the case may be) in the                      of                      ,  
and did post the said copy in a conspicuous position on the  
door of the building on the said premises.

---

FORM 449.

*Declaration of insertion of Advertisement.*

1. I have searched the files of the (name of paper), a  
paper published in the county of                      and find that the  
(Notice of Exercising Power of Sale), or (advertisement of  
Mortgage Sale or Auction Sale), a copy of which is hereto  
annexed, marked "A," was duly inserted in the issues of the  
(name the paper), of the dates following, that is to say  
(give dates).

---

FORM 450.

*Declaration of Notifying Interested Persons.*

1. I did, on the                      day of                      , 18                      , mail (by  
registered letter), at the                      postoffice a true copy of  
the annexed notice of auction, or, the annexed newspaper  
advertisements, or, the annexed poster, to each of the fol-  
lowing persons, at the addresses following their respective  
names (set out names and addresses).

---

FORM 451.

*Declaration of Bill Poster.*

1. I did, on the                      day of                      , 18                      , post (or  
cause to be posted), in various parts of the                      of                       
                    , one hundred (or whatever number) large adver-  
tising posters, advertising the property comprised in the  
above mortgage, for sale by public auction under the powers  
contained in the said mortgage.

2. That such posters were placed by me (or caused to be placed) in conspicuous places where they could be displayed to the best advantage.

---

FORM 452.

*Declaration of Auctioneer.*

1. I DID, at the time and place set out in the advertisement hereto annexed, marked "A," and subject to conditions of sale hereunto annexed, marked "B," offer for sale by public auction the lands and premises described in the said advertisement and the above mortgage.

2. The result of such sale is as follows :

(a) That there were no bids for the said property, and accordingly I was unable to sell the same; or,

(b) That the highest sum bid for the said property was \$           , which was less than the reserved bid fixed by the vendors in accordance with the said conditions of sale, and accordingly I was unable to sell the said property; or,

(c) Is as appears from the signed contract hereunto annexed, marked "C."

3. That the sum set forth in the said contract was the highest sum bid for the said land, and that (*name of purchaser*), whose name is subscribed to the said contract, was declared by me to be the highest bidder for, and became the purchaser of the said land, at the price of \$           , being the price in the said contract mentioned.

4. That the said sale was conducted by me in a fair, open and proper manner, and according to the best of my skill and judgment,



## MORTGAGES OF SHIPS.

FORM 452a.

*Mortgage of Ship under Merchant Shipping Act, 1894.*

(57-58 VIC. (IMP.) c. 60.)

(Insert description of ship and particulars as in Bill of Sale).

I (or we) the undersigned in consideration of this day lent to me (or us) by do, hereby for myself (or ourselves), and my (or our) heirs, covenant with the said firstly, that I (or we) or my (or our) heirs, executors or administrators, will pay to the said the said sum of together with interest thereon at the rate of per cent. per annum, on the day of next; and secondly, that if the said principal sum is not paid on the said day, I (or we) or my (or our) heirs, executors or administrators, will, during such time as the same, or any part thereof, remains unpaid, pay to the said interest on the whole or such part thereof as may for the time being remain unpaid, at the rate of per cent. per annum, by equal half-yearly payments, on the day of and day of in every year; and for better securing to the said the repayment in manner aforesaid of the said principal sum and interest, I (or we) hereby mortgage to the said shares, of which I am (or we are) the owner in the ship above particularly described, and in her boats, guns, ammunition,



that I have power to mortgage in manner aforesaid the above mentioned shares, and that the same are free from encumbrance (save as appears by the registry of the said ship).

In witness whereof I have hereunto subscribed my name and affixed my seal this       day of       18

Executed by the above named       }  
in the presence of       }

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## NOTARIAL FORMS.

## FORM 453.

*Notarial Certificate of True Copy.*

PROVINCE OF ONTARIO, } To all to whom these presents  
                                   } may come, be seen or known:  
 To WIT:                    I,                   , a notary public by  
 royal authority duly appointed, residing at                   , do  
 certify and attest that the paper writing hereto annexed  
 is a true copy of a document produced to me by                   ,  
~~and~~ purporting to be                   made by                   , dated the  
                                   , the said copy having been compared by me with  
 the said original. An act whereof being requested I have  
 granted the same under my Notarial form and seal of office  
 to serve and avail as occasion shall or may require

## FORM 454.

*Deposition before Mayor of City.*

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I,                   , mayor of the city of                   , in the  
 of                   , do hereby certify, that on the day of the date  
 hereof personally came and appeared before me  
 the deponent named in the affidavit hereunto annexed,  
 being a person well-known and worthy of credit, and by  
 solemn oath, which he then took before me, in due form of  
 law, did solemnly and sincerely depose to be true the  
 several matters and things mentioned and contained in the  
 said affidavit.

Dated at       aforesaid, the       day of       , A.D. 18 .  
                *Mayor of the said city of*       .

*Affidavit of Execution before Mayor of a City.*

Mayor of the said city of .

*Notarial Certificate of Execution of a Deed.*

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_, in the county of \_\_\_\_\_, and Province of Ontario, notary public, by royal authority duly appointed, do hereby certify that I was personally present on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18 \_\_\_\_\_,

at the            of            aforesaid, and did see           , the person named in the paper writing, or            hereunto annexed, duly execute, sign, seal and deliver the same as his act and deed for the purposes therein mentioned. And that the name           , thereto set and subscribed as the party executing the same is of the proper handwriting of the said           , the grantor therein named. And that the names            and            thereto subscribed as the witnesses thereto, are of the respective proper handwriting of           , of           , and of me, this deponent. And that the said            is personally known to me.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office at           , aforesaid, this            day of           , 189   .

*Notary public.*

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FORM 457.

*Protest (Marine.)*

PROVINCE OF ONTARIO, }  
 County of            }  
 To wit:            }

By public instrument of protest, be it known and made manifest to all whom it doth or shall or may concern, that on the            day of           , in the year of our Lord one thousand eight hundred and           , before me,            a Notary Public, by Royal authority, duly appointed, in and for the Province of Ontario, residing at            in the said county.

Personally appeared            master,            of the said            of            burthen, of the port of           , and brought with him            mate on board of the said           , each of whom, by me being duly sworn according to law, on their solemn oaths, did depose, declare, and say, as follows:  
 That

And further these deponents say not.

Subscribed and sworn before me, at           , in the county  
of           , severally by the said           and           this  
day of           , A.D. 18   .

*Notary Public.*

Wherefore I, the said Notary, at the request of the  
said           master,           of the said           , as well on his  
own behalf, as on behalf of his           owners, freighters,  
officers and crew, have protested, and by these presents do  
most solemnly protest, against all and singular the cause  
and causes operating as aforesaid, to the serious detriment  
of the said           , her cargo, sails, rigging, and other gearing  
or any part or portion thereof, and more especially against  
the storm and heavy winds and gales, high and dangerous  
seas, experienced on her late voyage, bound as aforesaid;  
and for all losses, costs, charges, damages, interest, and  
expenses whatsoever, suffered or sustained, for or by reason  
or means of the facts and circumstances set forth in the  
foregoing affidavit, to be claimed and recovered in time and  
place convenient. And these presents do serve and avail  
for that purpose.

In witness whereof, I have hereunto set my hand and  
official seal, the           day-of           , A.D. 18   .

*Notary Public.*

I,           of the           of           , in the county of           ,  
a Notary Public, by Royal authority duly appointed, in  
and for the Province of Ontario, formerly constituting  
Upper Canada, do hereby certify that the within is a true  
copy of the deposition of           , and           of the vessel  
                  , taken before me, this           day of           , A.D. 18   ,  
and now filed in my office.

*Notary Public.*



## BILLS AND NOTES, NOTARIAL FORMS.

## FORM 458.

*Noting for non-acceptance.*

## (COPY OF BILL AND ENDORSEMENTS.)

On the 18 , the above bill was, by me, at the request of , presented for acceptance to E. F., the drawee, personally (*or*, at his residence, office or usual place of business), in the city (town *or* village) of , and I received for answer “ ”; the said bill is therefore noted for non acceptances.

A. B.,

*Notary Public.*

(Date and place) 18 .

Due notice of the above was by me served upon {<sup>A. B.</sup><sub>C. D.</sub>} the {<sup>drawee</sup><sub>endorser</sub>} personally, on the day of , (*or*, at his residence, office or usual place of business) in , on the day of , (*or*, by depositing such notice, directed to him, at , in Her Majesty's post office in the city ( town *or* village), on the day of , and prepaying the postage thereon).

A. B.,

*Notary Public.*

(Date and place.)

53 V. (D.) c 33.

## FORM 459.

*Protest for non-acceptance or for non-payment of a bill payable generally.*

## (COPY OF BILL AND ENDORSEMENT.)

On the day of , in the year 18 , I A. B., Notary Public for the Province of , dwelling

at \_\_\_\_\_, in the Province of \_\_\_\_\_, at the request of \_\_\_\_\_, did exhibit the original bill of exchange, whereof a true copy is above written, into E. F. the [ <sup>drawee</sup> <sub>or</sub> ] thereof personally (or, at his residence, office or usual place of business) in \_\_\_\_\_, and, speaking to himself (or his wife, his clerk, or his servant, etc.), did demand [ <sup>acceptance</sup> <sub>payment</sub> ] thereof; unto which demand [ <sup>he</sup> <sub>she</sub> ] answered “\_\_\_\_\_”.

Wherefore I, the said notary, at the request aforesaid, have protested, and by these presents do protest against the acceptor, drawer, and indorsers, (or drawer and indorsers) of the said bill, and other parties thereto, or therein concerned, for all exchange, re-exchange, and all costs, damages and interest, present and to come, for want of [ <sup>acceptance</sup> <sub>payment</sub> ] of the said bill.

All of which I attest by my signature.

(Protested in duplicate.)

A. B.,

*Notary Public.*

53 V. (D.) c. 33.

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FORM 460.

*Protest for Non-acceptance or for Non-payment of a Bill Payable at a Stated Place.*

(COPY OF BILL AND ENDORSEMENTS.)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 18\_\_\_\_, I, A.B., notary public for the Province of \_\_\_\_\_, dwelling at \_\_\_\_\_, in the Province of \_\_\_\_\_, at the request of \_\_\_\_\_, did exhibit the original bill of exchange, whereof a true copy is above written, unto E. F., the [ <sup>drawee</sup> <sub>acceptor</sub> ] thereof, at \_\_\_\_\_, being the stated place where the said bill is payable, and there, speaking to \_\_\_\_\_, did demand [ <sup>acceptance</sup> <sub>payment</sub> ] of the said bill; unto which demand he answered: “\_\_\_\_\_”.

Wherefore I, the said notary, at the request aforesaid, have protested, and by these presents, do protest against the acceptor, drawer and endorser (or drawer and indorsers), of the said bill, and all other parties thereto or therein concerned, for all exchange, re-exchange, costs, damages and interest, present and to come, for want of [ acceptance payment ] of the said bill.

All of which I attest by my signature.

(Protested in duplicate.)

A. B., *Notary public.*

53 V. (D.) c. 33.

#### FORM 461.

#### *Protest for Non-payment of a Bill Noted, but Not Protested, for Non-acceptance.*

If the protest is made by the same notary who noted the bill, it should immediately follow the act of noting and memorandum of service thereof, and begin with the words, "and afterwards on, etc.," continuing as in the last preceding form, but introducing between the words "did" and "exhibit," the word "again," and, in a parenthesis, between the words "written" and "unto," the words: "and which bill was by me duly noted for non-acceptance on the day of ."

But, if the protest is made by another notary, it should follow a copy of the original bill and all endorsements, and noting marked on the bill, and then in the protest introduce, in a parenthesis, between the words, "written" and "unto," the words, "and which bill was, on the day of , by , notary public for the Province of , noted for non-acceptance, as appears by his note thereof marked on the said bill."

53 V. (D.) c. 33.

## FORM 462.

*Protest for Non-payment of a Note Payable Generally.*

(COPY OF NOTE AND INDORSEMENTS.)

On this            day of            , in the year 18    , I, A. B., a notary public for the Province of            , dwelling at            , in the Province of            , at the request of            , did exhibit the original promissory note, whereof a true copy is above written, unto            , the promisor, personally (*or*, at his residence, office, or usual place of business) in            , and, speaking to himself (*or* his wife, his clerk, or his servant, etc.), did demand payment thereof; unto which demand [ <sup>he</sup><sub>she</sub> ] answered: “            .”

Wherefore I, the said notary, at the request aforesaid, have protested, and by these presents do protest, against the promisor and indorsers of the said note, and all other parties thereto or therein concerned, for all costs, damages and interest, present and to come, for want of payment of the said note.

All of which I attest by my signature.

(Protested in duplicate.)

A. B., *Notary public.*

53 V. (D.) c. 33.

## FORM 463.

*Protest for Non-payment of a Note Payable at a Stated Place.*

(COPY OF NOTE AND INDORSEMENTS.)

On this            day            , in the year 18    , I, A. B., notary public for the Province of            , dwelling at            , in the Province of            , at the request of            , did exhibit the original promissory note, whereof a true copy is above written, unto            , the promisor,

at \_\_\_\_\_, being the stated place where the said note is payable, and there, speaking to \_\_\_\_\_, did demand payment of the said note, unto which demand he answered: " \_\_\_\_\_."

Wherefore I, the said notary, at the request aforesaid, have protested, and by these presents do protest, against the promisor and indorsers of the said note, and all parties thereto or therein concerned, for all costs, damages and interest, present and to come, for want of payment of the said note.

All which I attest by my signature.

(Protested in duplicate.)

A. B., *Notary public.*

53 V. (D.) c. 33.

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FORM 464.

*Notarial Notice of a Noting, or of a Protest for Non-acceptance; or of a Protest for Non-payment of a Bill.*

(PLACE AND DATE OF NOTING OR OF PROTEST.)

1st.

To P. Q. (*the drawer*), at \_\_\_\_\_:

Sir,—Your bill of exchange for \$ \_\_\_\_\_, dated at \_\_\_\_\_, the \_\_\_\_\_, upon E. F., in favor of C. D., payable \_\_\_\_\_ days after [ <sup>sight</sup> date ] was this day, at the request of \_\_\_\_\_, duly [ <sup>noted</sup> protested ] by me for [ <sup>non-acceptance</sup> non-payment ].

A. B., *Notary public.*

(PLACE AND DATE OF NOTING OR OF PROTEST.)

2nd.

To C. D. (*indorser*), (*or F. G.*):

Sir,—Mr. P. C.'s bill of exchange for \$ \_\_\_\_\_, dated at \_\_\_\_\_, the \_\_\_\_\_, upon E. F., in your favor (*or in*

favor of C. D.), payable \_\_\_\_\_ days after [ <sup>sight</sup> date ] and by you indorsed, was this day, at the request of \_\_\_\_\_, duly [ <sup>noted</sup> protested ] by me for [ <sup>non-acceptance</sup> non-payment ].

A. B., *Notary public.*

53 V. (D.) c. 53.

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FORM 465,

*Notarial Notice of Protest for Non-payment of Note.*

(PLACE AND DATE OF PROTEST.)

To \_\_\_\_\_, at \_\_\_\_\_ :

Sir,—Mr. P. Q.'s promissory note for \$ \_\_\_\_\_, dated at \_\_\_\_\_, the \_\_\_\_\_ payable [ <sup>days</sup> months } on \_\_\_\_\_ ] after date to [ <sup>you</sup> P. Q. ] or order, and indorsed by you, was this day, at the request of \_\_\_\_\_, duly protested by me for non-payment.

A. B., *Notary public.*

53 V. (D.) c. 33.

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FORM 466.

*Notarial Service of Notice of a Protest for Non-acceptance or Non-payment of a Bill, or of Non-payment of a Note (to be Subjoined to the Protest).*

And afterwards, I, the aforesaid protesting notary public, did serve due notice, in the form prescribed by law, of the foregoing protest for [ <sup>non-acceptance</sup> non-payment ] of the [ <sup>bill</sup> note ], thereby protested upon [ <sup>P. Q.</sup> C. D. ] the [ <sup>drawer</sup> indorsers ] personally, on the \_\_\_\_\_ day of (or at his residence, office or usual place of business) in \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, or by depositing such notice, directed to the said [ <sup>P. Q.</sup> C. D. ] at \_\_\_\_\_, in Her Majesty's post-office in \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, and prepaying the postage thereof.

In testimony whereof, I have, on the last-mentioned day and year, at                      aforesaid, signed these presents.

A. B., *Notary Public.*

58 V. (D.) c. 33.

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FORM 487.

*Protest by a Justice of the Peace (where there is no Notary) for Non-acceptance of a Bill, or Non-payment of a Bill or Note.*

(COPY OF BILL OR NOTE AND INDORSEMENTS.)

On this                      day of                      , in the year 18    , I, N. O., one of Her Majesty's justices of the peace for the district (or county, etc.), of                      , in the Province of                      , dwelling at (or near) the village of                      , in the said district, there being no practising notary public at or near the said village (or any other legal cause), did, at the request of                      , and in the presence of                      , well known unto me, exhibit the original [bill  
note] whereof a true copy is above written unto P. Q., the { drawer  
acceptor  
promisor } thereof, personally (or at his residence, office or usual place of business) in                      , and, speaking to himself (his wife, his clerk or his servant, etc.), did demand [acceptance  
payment] thereof, unto which demand [he  
she] answered:  
“                      ”

Wherefore I, the said justice of the peace, at the request aforesaid, have protested, and by these presents do protest, against the { drawer and indorsers  
promisor and indorsers  
acceptor, drawer and indorsers } of the said [bill  
note] and all other parties thereto and therein concerned, for all exchange, re-exchange, and all costs, damages, and interest, present and to come, for want of [acceptance  
payment] of the said [bill  
note].

All which is, by these presents, attested by the signature of the said (*the witness*) and by my hand and seal (protested in duplicate).

(*Signature of the witness.*)  
and seal

(*Signature of the J. P.*)

53 V. (D.) c. 33.

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### NOTICES.

#### FORM 468.

#### *Notice from Assignee to Debtor.*

To A. B.

TAKE NOTICE that C. D. has transferred to me all his right, title and interest in and to a certain claim or demand which he has against you for \_\_\_\_\_, and that all sums of money due or accruing due thereunder, are to be paid to me, and you are to deal with me in reference to the said claim or demand.

Dated, etc.

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#### FORM 469.

#### *Notice from Assignee of Mortgage to Mortgagor.*

To A. B.

TAKE NOTICE that C. D., of, etc., has assigned to me that certain mortgage made by you to him, securing the sum of \_\_\_\_\_ with interest at \_\_\_\_\_ per cent. per annum, payable at the times and in the manner therein mentioned, which said mortgage was registered (*or filed, as in the case of a chattel mortgage, stating when and where registered or filed*). And all sums of money now due or to accrue due on said mortgage are hereafter to be paid to me, and you are to deal with me in reference to the said mortgage.

Dated, etc.



## FORM 470.

*Notice of Assignment of Judgment.*

To A. B.

TAKE NOTICE that C. D., of, etc., has assigned to me a certain judgment recovered by him against you in the Court of Queen's Bench on                      of                      A. D. 18    , for the sum of                      debt and                      costs, and all sums of money due under and by virtue of the said judgment are to be paid to me, and you are to deal with me in reference to the same.

Dated, etc.

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FORM 471.

*Notice to Sheriff by Assignee of Judgment.*

To the Sheriff of the County of

TAKE NOTICE that A. B. has transferred to me a certain judgment recovered by the said A. B. against C. D., recovered in the Court of                      on the                      day of                      A. D. 18    , for the sum of                      debt, and                      costs, upon which judgment writs of *fiery facias* against the goods and lands of the said judgment debtor have been issued and placed in your hands. You will, therefore, execute the said writs for my benefit, and any proceeds realized thereunder are to be paid to me.

Dated, etc.

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FORM 472.

*Notice by Assignee to Debtor of Assignment of a Debt.*

I hereby give you notice that by an agreement in writing, dated the                      day of                      18    , and made between                      of                      , of the one part, and myself,

of the other part, the debt of            dollars, owing by you to the said           , has been absolutely assigned to me; my executors, administrators, and assigns; and further take notice that you are hereby required to pay to me, or such person as I may appoint to receive the same, the said debt of            dollars on or before the            day of next, and, in default thereof, I shall pursue such remedies as are allowed by law for the recovery of the said debt. Dated this            day of           , 18   .

To

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FORM 473.

*Notice to Debtor by his Creditor of the Assignment of the Debt.*

Sir,—I hereby give you notice that I have this day assigned the debt of            dollars now due from you to me to            of           , I hereby request you to pay the said sum to him forthwith, and I declare that his receipt for the same shall be a sufficient discharge to you from said debt. Yours, etc.

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FORM 474.

*Notice to Contractors to proceed with Work..*

Mr. A. B. Builder :

Sir,—I hereby notify you to proceed at once, in a workman-like manner, with the erection and completion of the buildings you have undertaken, and that you diligently and properly execute all the conditions and stipulations of the contract entered into by you with me on the day of           , 18    (*here describe the location, etc., of the buildings.*) I further notify you that, should you neglect or refuse to proceed with the work of construction

within                      days after the service of this notice, I will take possession of the uncompleted buildings, and employ other builders or workmen and purchase such materials as may be deemed advisable to complete the said work at your risk and expense, or dispose of the unfinished work by sale if I am so disposed. You are also notified that I will take whatever legal proceedings I may find advisable to aid the completion of the buildings in accordance with our contract dated the                      day                      , 18                      and that payment of all instalments to you will cease from this day unless you diligently and forthwith proceed with the work.

X.Y. OWNER.

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FORM 473.

*Form of Notice to Contractors to proceed with Work.*<sup>1</sup>

Whereas, by an agreement dated the                      day                      , 18                      , made between                      (therein and hereinafter designated as the said contractors), of one part, and the                      , (therein and hereinafter designated as the said employer), of the other part, for the consideration therein appearing, the said contractors covenanted and agreed with the said employer to execute the works required for constructing and completing, etc. (*describe work*), as the same were set forth and described in the specification, bill of quantities, schedule of prices, and plans in the said agreement referred to; and covenanted and agreed to observe and perform all covenants and provisions set out in such specification; and that all the powers, rights and privileges mentioned therein and conferred thereby, in respect of such work, should and might be exercised according to the true intent and meaning thereof; and whereas, by the said agreement, it was

<sup>1</sup> Held sufficient in *Walker v. London & N. W. Ry. Co.*, L. R., 1 C. P. D. 528.

provided that, if the said contractors should not complete the said works within the period limited for that purpose, or if, from any cause whatever (not arising from any act or acts done, or omitted to be done, by the said employer contrary to the true intent of the said agreement) they should be prevented from or delayed in proceeding with the completion of the said works according to the said specifications. It should be lawful for the said employer, without any previous notice being given to the said contractors, to take the said works entirely or in part out of their hands, and to employ any other contractor or contractors, workman or workmen, either by contract or by measure or value, or otherwise, proceed with the said works and complete the same; and that in such case the said contractors should only be entitled to receive such sums as shall have actually accrued due at the time of the works being taken out of their hands, and all expenses incurred by so doing shall be deducted and retained from the money due to the original contractors, or shall be recoverable as liquidated damages by action at law or otherwise; and whereas, by the said specification, it was also agreed that should the engineer be at the time dissatisfied with the nature or mode of proceeding with or at the rate of progress or maintenance of the works, or any part thereof, he shall have full power to procure and make use of all the labor and materials which he may deem necessary, deducting the cost of such labor and materials from the money that may be then due, or that may become due, to the contractors; but it was expressly declared that the possession of this power by the engineer should not in any degree relieve the contractors from their obligations to proceed in the execution of and to complete the works with the requisite expedition, or to maintain them as thereafter mentioned, and it was provided that, should the contractors fail to proceed in the execution of the works in the manner and at the rate of progress required by the engineer, or to maintain the said works as thereafter mentioned to the satisfaction of the engineer, the

contract should, at the option of the employer, but not otherwise, be considered void as far as relates to the works remaining to be done, and all sums of money that might be due to the contractors, together with all the materials and implements in their possession, and all sums of money named as penalties for the non-fulfilment of the contract, should be forfeited to the employer, and the amount should be considered as ascertained damages for breach of contract, and whereas the said contractors have not completed the said works within the period limited for that purpose; and have not been prevented or delayed from proceeding with the completion of the said works according to the said specification by any act or acts done or omitted to be done by the said employer, but great delay has occurred in the completion of the same; and whereas, the engineer mentioned in the said specification is dissatisfied with the nature or mode of proceeding with and at the rate of progress of the works, and the contractors have failed to proceed in the execution of the works in the manner and at the rate of progress required by said engineer. Now the said employer, doth hereby give the said , contractors and each of you notice that he will, at the expiration of one week from the date hereof, take the said works entirely out of your hands, and will, if need be, employ other contractors, workmen, etc., to proceed with the works and complete the same, and also the said engineer on their behalf will procure and make use of such labor and materials as he may deem necessary, deducting the cost thereof as in the agreement provided. And the said employer gives you further notice that the said contract shall be considered void as far as relates to the works remaining to be done, and that the sums of money, materials, implements and penalties hereinbefore mentioned shall be and hereby are forfeited to the said employer.

## FORM 476.

*Notice of Bids.*

To builders and others: Persons willing to contract for the erection of a \_\_\_\_\_ at \_\_\_\_\_, in the county of \_\_\_\_\_, may inspect the drawings and specifications at \_\_\_\_\_ from \_\_\_\_\_ day of \_\_\_\_\_ until the \_\_\_\_\_ day of \_\_\_\_\_ next, ensuing. Offers will not be received later than \_\_\_\_\_ o'clock on the last mentioned date. The advertisers do not bind themselves to take the lowest offer; nor will any be accepted, unless the character, means, and sureties of the persons offering be satisfactory, and the amount of the offer within (a certain sum.) All further particulars or explanations will be given by the architect at his office.

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## FORM 477.

*Notice of Protest.*

To \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_ .  
 Take notice, that a \_\_\_\_\_ dated on the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_ for the sum of \$ \_\_\_\_\_ by \_\_\_\_\_ payable \_\_\_\_\_ after the date thereof, at the \_\_\_\_\_ and endorsed \_\_\_\_\_ by \_\_\_\_\_ was this day presented by me for \_\_\_\_\_ at the said \_\_\_\_\_ and that \_\_\_\_\_ thereof was refused: And that \_\_\_\_\_ the holder of the said \_\_\_\_\_ look to you for payment thereof; And also take notice that the same was this day protested by me for non-

Your obedient servant,

*Notary Public.*

## FORM 478.

*Notice to Quit (by Landlord).*

To \_\_\_\_\_ or whom else it may concern :

I hereby give you notice to quit and deliver up, on or before the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_ the peaceable and quiet possession of the premises you now hold of me, with the appurtenances, situate \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_ in the Province of Ontario.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 18 \_\_\_\_\_ .

Yours, etc.

Witness : \_\_\_\_\_

## FORM 479.

*Notice to Quit by Tenant.*

To \_\_\_\_\_ Esq.

I hereby give you notice that it is my intention to quit and deliver up to you, on or before the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_\_, the peaceable and quiet possession of the premises now held by me, with the appurtenances, situate at \_\_\_\_\_ in the township of \_\_\_\_\_ in the county of \_\_\_\_\_ in the Province of \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 18 \_\_\_\_\_ .

Yours, etc.

Witness : \_\_\_\_\_

## FORM 480.

*Notice Claiming Double Rent for Holding Over.*

To C. D.

I give you notice that if you do not deliver up possession of the house and premises situate No. \_\_\_\_\_, in \_\_\_\_\_ street, in the \_\_\_\_\_ of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ according to my notice to quit, dated the \_\_\_\_\_ day of \_\_\_\_\_ I shall claim

from you double the yearly value of the premises for so long as you shall keep possession of them after the expiration of the said notice, according to the Statute in that case provided.

Dated the       day of       A.D., 18   .

Witness :

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FORM 481.

*Form of Notice of Sale of Chattels to be Published and Served on Owner under Mechanics' Lien Act.*

AUCTION SALE.

Whereas (*name of person indebted*) is indebted to the undersigned in the sum of \$       , for (*work done and materials supplied in the alteration or improvement of one spring waggon*), and three months have elapsed since the said sum ought to have been paid, and default has been made in payment thereof, notice is hereby given that on next, the       day of       , at (*place of sale, e. g. the auction rooms of C. D., No. 6 King Street west, in the City of Toronto*), the said (*describe chattel*) will be sold by (*name of auctioneer*), by public auction.

(If the sale is to be subject to a reserved bid, or other special condition, it should be so stated.)

Date, etc.

(*Signature of lienholder.*)

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FORM 482.

*Notice by Sub-contractor to "Owner" under Section 11, Mechanics' Lien Act.*

To (*name of owner*):

Take notice that I have been employed by (*name of contractor*) by whom the person giving the notice was



employed) to do work as (*a painter on—or to supply materials for*) the building erected (*or now being erected*) on (*give short description of premises, as for instance, lot 21, on the north side of Queen Street, in the City of Toronto, according to plan 81, registered in the registry office, etc.*), and that the said (*name of contractor*) is indebted to me for such work (*or materials*) in the sum of \$           , which is unpaid, and I claim a charge therefor on all moneys due by you to the said (*name of contractor*).

Dated this            day of           , 18   .

(*Signature of sub-contractor giving the notice.*)

---

## FORM 477a.

*Notice of Mortgage by the Mortgagee to the Mortgagor's Tenant.*

To Mr. C. D.

Sir,—Take notice, that by an indenture dated the      day of      18      and made or expressed to be made between (as the case may be), the (messuage or dwelling house and land, or as the case may be), with the appurtenances, situate and being (at      or in the      of      ), in the County of      now in your possession (together with other hereditaments) were granted and mortgaged to me, the said E. F., my heirs, executors, administrators and assigns, for      years from the      day of      18      ), for securing the sum of \$      with interest for the same at the rate of \$      per cent. per annum (at a day now past, or on the      day of      next), and you are hereby required to pay to me all rent and arrears of rent due and payable (or, where the R. S. O. c. 143, s. 2, is in force, all rent from the day of service of this notice), and hereafter to become due and payable from you in respect of the said premises in your possession: And in case of any default I shall distrain or sue for the said rent, or bring an action to recover possession of the said (messuage or dwelling house and land), with the appurtenances, in your possession, or otherwise put the law in force as I may be advised.

Dated this      day of      18     

Yours, etc.,

E. F., of

## FORM 480a.

*Notice to Sheriff Under the 8 Anne, c. 14, s. 1, of Rent Due Landlord.*

To the Sheriff of the County of                      and his under-sheriffs and bailiffs, and all others whom it may concern:

Take notice, that the sum of \$                      is now due and owing to (me, or to I. K., of, etc.), from C. D., of                      in the County of                      for (one year's, or one-half year's, or one quarter's) rent, due on the                      day of                      last, of the premises in his occupation at                      aforesaid; upon which premises, as I am informed, you have seized and taken in execution certain goods and chattels: And you are hereby required not to remove any of the said goods and chattels from off the said premises until the said arrears of rent are paid, pursuant to the statute in such case made and provided.

Dated this                      day of                      18

Yours, etc.,

I. K., of  
(or E. F., of                      Agent for I. K., of                      ).

## FORM 480b.

*Notice of Distress.*

To Mr. C. D., and all others whom it may concern.

Take notice, that I (                      as bailiff of and for A. B., your landlord), have this day distrained on the premises in your occupation or possession, named in the inventory (above written, or hereunto annexed), the (cattle), goods and chattels mentioned in the said inventory for \$                      being                      quarter's rent due to

(me, or the said A. B.), at            last (or on the            day of            last), for the said premises: And unless you pay the said rent, with the charges of distraining for the same, within five days from the service hereof, the said (cattle), goods and chattels will be appraised and sold according to law. (If cattle or goods removed, mention the place thus, "And take notice, that the said cattle have been removed to and are now in the common pound in and for the            of            in the County of            ").

Dated the            day of            18

(Signed)

Bailiff of the above named A. B.

(or A. B., of            ).

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FORM 480c.

*Notice of Distress of Growing Crops.*

To C. D., and all others whom it may concern.

Take notice, that I (            as bailiff of and for A. B., your landlord), this day distrained on the (farm, lands and) premises in your occupation or possession mentioned in the inventory (above written, or hereunto annexed), the (cattle, goods and chattels, and also the) growing crops mentioned in the said inventory, for \$            being            quarter's rent due to (me, or the said A. B.), at            last (or on the            day of            last), for the said (farm, lands and) premises: And unless you pay the said rent, with the charges of distraining for the same (within five days from the date hereof, the said cattle, goods and chattels will be appraised and sold according to law, and) I shall (or if signed by the bailiff say, "the said A. B. will") proceed to cut, gather, make, cure and lay up the said crops, when ripe, in the

barn or other proper place on the said premises, and in convenient time to sell and dispose of the same in or towards satisfaction of the said rent, and the charges of such distress, appraisement and sale, according to law.

Dated the                      day of                      18

(Signed)

Bailiff of the above mentioned A. B.

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FORM 482a.

*Caution to be Registered by Executor, Etc.*

(54 VIC. (ONT.) c. 18.)

We (A. B. and C. D.), executors of (or administrators, with the will annexed of, or administrators of) who died on or about the                      day of                      do hereby certify that it may be necessary for us under our powers and in fulfilment of our duties as executors (or administrators) to sell the real estate of the said                      or part thereof (or the caution may specify any particular parts or parcels), and of this all persons concerned are hereby required to take notice.

(Usual affidavit of execution.)

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FORM 482b.

*Certificate Withdrawing Caution.*

(54 VIC. (ONT.) c. 18.)

We                      executors (or administrators) of                      do hereby withdraw the caution heretofore registered with respect to the real estate of the said                      (or as the case may be).

## FORM 482c.

*Affidavit of Execution of Foregoing Withdrawal.*

I, G. H., etc.,                      make oath and say:

I am well acquainted with                      named  
in the above certificate.

I believe that the signatures purporting to be their  
signatures at the foot of the said certificate are in their  
hand writing respectively.

I believe the said                      to be the persons who regis-  
tered the caution referred to in the said certificate.

Sworn, etc.

---

FORM 482d.

*Caveat Forbidding Registration or Dealing with Lands*  
—*Dominion Land Titles Act, 1894.*

To the Registrar                      district:

Take notice, that I, A. B., of (*insert description*),  
claiming (*here state the nature of the estate or interest*  
*claimed, and the grounds upon which such claim is*  
*founded*), in (*here describe land and refer to certificate*  
*of title*), forbid the registration of any transfer or other  
instrument until this caveat is withdrawn by the  
caveator, or by the order of a Court of competent juris-  
diction or a Judge thereof, or unless such dealing is sub-  
ject to the claim of the caveator, or until after the lapse  
of                      days from the date of the service of notice on  
the caveator at the following address: (*insert it*).

Dated this                      day of                      18

Signed by the above named                      }  
in the presence of                      }

I, the above named A. B. (or C. D., agent for the above A. B.), of (*residence* and description), make oath (or affirm, *as* the case may be), and say, that all allegations in the above caveat are true in substance and in fact (*and* if no personal knowledge add, as I have been informed and verily believe).

Sworn, etc.

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FORM 482a.

*Acknowledgment of Title to Bar the Statute of Limitations*

I, C. D., of                      do hereby admit and declare that I am now in possession of (or in receipt of the rents and profits of) all that messuage, etc., (describe the property so as to identify it), with the appurtenances, situate at                      or in the                      of                      in the County of                      by the sufferance and permission of A. B., of                      and subject to the title of the said A. B., under whom I now hold the same.

Dated this                      day of                      18                      .

C. D.

To A. B.

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## PARTNERSHIP AGREEMENTS.

## FORM 483.

*Agreement Constituting a Partnership at Will.*

WE HEREBY AGREE to become partners as

Dated the            day of            A.D., 18    .

Witness :

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FORM 484.

*Another form.*

AN AGREEMENT made this            day of            , A.D. 18

BETWEEN A. B., of            , and C. D., of            :

1. The said parties agree to become partners as from the date hereof.
2. The business is to be carried on at the house of the said A. B., where the books and other documents relating to the partnership shall be kept, but accessible at all times to the said C. D.
3. The partnership property shall consist of the stock in trade and implements of the said A. B., and of \$            , lodged in the            bank by the said C. D. in the joint names of the partners.
4. Each partner may draw out weekly a sum not exceeding            , on account of his share of the profits.
5. The profits of the business are to be divided on the            of            , and the            of            , between the partners in the following proportion, namely, three-fifths



to the said A. B., and two-fifths to the said C. D. and the payments and liabilities are to be borne by them in the like proportions.

In witness, etc.

Signed, sealed, etc.

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FORM 435.

*Partnership Agreement by Deed.*

AN AGREEMENT made this       day of       , A.D. 18       ,  
BETWEEN A. B., of       , and C. D., of       :

1. The said parties agree to enter into partnership as  
     , under the firm of       for       years, from  
the date hereof, or until the partnership is determined by  
either party giving to the other a three months' notice in  
writing, ending with a current year of the partnership.

The partnership business is to be carried on in con-  
venient premises to be taken for the purpose in the  
of       .

3. The partnership capital is to consist of the sum of  
     , to be contributed equally by the partners, and  
lodged on or before the       day of       , to their joint  
account at the bank of       , and of the property,  
credits, and stock in trade of the firm for the time being.

4. Each partner may draw       a week on account of  
his profits, but if, at the periodical taking of accounts  
hereinafter mentioned, either partner has drawn out during  
the past year a sum exceeding the profits to which he shall  
be entitled, he shall repay the surplus to the partnership.

5. Neither partner shall sign any promissory note or  
bill other than a draft on a banker, in the name of the firm  
in the common course of business; nor shall give credit  
after warning from his co-partner; nor shall, without his  
written consent, borrow money, or compound debts, or

become surety or bail, or enter into any contract for more than , or engage a servant to the firm, or take an apprentice, or engage in any other business.

6. Any engagement or liability entered into by either partner in contravention of the above clause is to be at his exclusive risk, and the firm is to be indemnified out of his separate property.

7. Accounts shall be kept in books of all partnership transactions, and such books, together with all other documents connected with partnership business, shall be kept at the principal place of business, and accessible to each partner.

8. On the first day of each year an account shall be taken of the partnership property, stock, credits and liabilities, and the sum found to be due to each partner shall be carried to each separate account.

9. On the taking of such accounts, they shall be entered, together with the valuation of the stock, in the partnership books, and each partner shall have a copy or abstract signed by both partners, and shall be bound thereby, unless within a year some manifest error be found therein, in which case it shall be rectified.

10. On the expiration or other determination of the said partnership, a full written account shall be taken of all the partnership property, stock, credits, and liabilities, and a written valuation shall be made of all that is capable of valuation, and such account and valuation shall be settled, and provision shall be made for the payment of the liabilities of the partnership, and the balance of such property, stock and credits shall be divided equally between the partners, and each shall execute to the other proper releases and proper instruments for vesting in the other, and enabling him to get in such property, stock and credits.

11. If either partner shall die before the first day of January next, his executors and administrators shall be entitled to the share of the capital brought in by him, together with      per cent. interest in lieu of profits.

12. If either partner shall die after the said day, and during the continuance of the partnership, his executors and administrators shall be entitled to the value of the share of the partnership property, stock and credits, to which the deceased partner would have been entitled on the first day of January last preceding his death, together with      per cent. interest from that day in lieu of profits, and the surviving partner shall secure such sum by a bond in double the amount conditioned for the payment of such sum in twelve months by four quarterly instalments.

13. The surviving partner, his executors and administrators, shall execute a proper instrument indemnifying the executors and administrators of the deceased partner and his estate from all the liabilities of the partnership; and the executors or administrators of the deceased partner shall release and assign to the surviving partner, his executors and administrators, all their interest in the property, stock and credits of the partnership, and shall empower him and them to get in and recover the same.

14. If either party shall be guilty of a breach or non-observance of the fifth and seventh clauses above contained, the other, within three calendar months after such event shall have become known to him, may dissolve the partnership by notice in writing, declaring the same to be dissolved from the date of such notice, and the partnership shall thereupon cease and determine, and the partner to whom such notice shall be given shall be considered as quitting the business for the benefit of the partner giving such notice.

15. If, at any time during the subsistence of the partnership, or after its determination, any dispute shall arise between the partners, or between either of them, and the

executors or administrators of the other, or between their respective executors or administrators, concerning any matter relating to the partnership, the same shall be referred to the award of such person as shall be appointed for that purpose by the parties within thirty days after such dispute shall arise, and in the event of no such appointment being made, then to a barrister-at-law to be appointed by                      and such award may be made a rule of the division of the High Court.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 486.

*Another form.*

ARTICLES OF AGREEMENT, made the                      day of  
A.D. 18   , BETWEEN .

WHEREAS the said parties hereto respectively are desirous of entering into a co-partnership, in the business of  
                    at                      for the term and subject to the stipulations  
hereinafter expressed.

NOW, THEREFORE, THESE PRESENTS WITNESS, that each of them, the said parties hereto respectively, for himself, his heirs, executors, and administrators, hereby covenants with the other of them, his executors and administrators, in manner following, that is to say:

First,—That the said parties hereto respectively shall henceforth be and continue partners together in the said business of                      for the full term of                      to be computed from the                      day of                      one thousand eight hundred and                      if the said partners shall so long live, subject to the provisions hereinafter contained for determining the said partnership.

Second,—That the said business shall be carried on under the firm of                      .

Third,—That the said partners shall be entitled to the profits of the said business in the proportions following, that is to say:

And that all losses in the said business shall be borne by them in the same proportions (unless the same shall be occasioned by the wilful neglect or default of either of the said partners, in which case the same shall be made good by the partner through whose neglect the same shall arise).

Fourth,—That the said partners shall each be at liberty, from time to time during the said partnership, to draw out of the said business, weekly, any sum or sums not exceeding for each the sum of                      per annum, such sums to be duly charged to each of them respectively, and no greater amount to be drawn by either of the said partners except by mutual consent.

Fifth,—That all rent, taxes, salaries, wages and other outgoings and expenses incurred in respect of the said business, shall be paid and borne out of the profits of the said business.

Sixth,—That the said partners shall keep, or cause to be kept, proper and correct books of account of all the partnership moneys received and paid, and all business transacted on partnership account, and of all other matters of which accounts ought to be kept, according to the usual and regular course of the said business, which said books shall be open to the inspection of both partners, or their legal representatives. A general balance or statement of the said accounts, stock in trade and business, and of accounts between the said partners, shall be made and taken on the              day of              in each year of the said term, and oftener if required.

Seventh,—That the said partners shall be true and just to each other in all matters of the said co-partnership, and shall at all times, during the continuance thereof, diligently and faithfully employ themselves respectively in the conduct and concerns of the said business, and devote their

whole time exclusively thereto, and either of them shall not transact or be engaged in any other business or trade whatsoever: And the said partners, or either of them, during the continuance of the said co-partnership, shall not, either in the name of the said partnership, or individually in their own names, draw or accept any bill or bills, promissory note or notes, or become bail or surety for any person or persons, or knowingly or wilfully do, commit or permit any act, matter or thing by which, or by means of which, the said partnership moneys or effects shall be seized, attached or taken in execution; and in case either partner shall fail or make default in the performance of any of the agreements or articles of the said partnership, in so far as the same is or are to be observed by him, then the other partner shall represent in writing to such partner offending, in what he may be so in default; and in case the same shall not be rectified by a time to be specified for that purpose by the partner so representing, the said partnership shall thereupon at once, or at any other time to be so specified as aforesaid by the partner offended against, be dissolved and determined accordingly.

Eighth,—That in case either of the said partners shall die before the expiration of the term of the said co-partnership, then the surviving partner shall, within six calendar months after such decease, settle and adjust with the representative or representatives of such deceased partner all accounts, matters and things relating to the said co-partnership, and that the said survivor shall continue to carry on henceforth, for his sole benefit the co-partnership business.

In witness whereof, etc.

Signed, sealed, etc.

## FORM 487.

*Agreement for Loan to Partnership.*

THIS AGREEMENT, made the       day of       , A.D. 18   .

BETWEEN       , of       , and       , of       .

1. The said       lends the sum of       to the said       , to be employed in his business of       .

2. The said       agrees to pay the said       , his executors or administrators, on or before every mid-summer and Christmas day, during the continuance of this loan, by way of interest for the said sum, one-third of the profits of the said business accruing during the half year then last past, and in any event not less than       .

3. The said       is not to discharge the said loan, except on the consent of the       , his executors or administrators, and the said       , his executors or administrators, may at any time call in the principal on       days' notice in writing, and the principal shall *ipso facto* become due if the interest or profits are ten days in arrears.

4. The said       for himself, his executors and administrators, covenants with the said       , his executors and administrators, that he, the said       , during the continuance of the said loan, will faithfully render to the said       , his executors or administrators, on the occasion of each payment, a full and true account of the outgoings and incomings of his said business during the period for which such payment shall extend: And will permit the said       , his executors or administrators, at all times, at the place of business of the said       , to inspect and take copies of the books of account, order-books, bankers' pass-books, cheque-books, invoices, and all agreements and contracts, and other books and writings whatsoever, connected with the said business of the said       ; And the said       further covenants, as

aforesaid, that none of the said books or other writings shall be removed from the said place of business at any time during the continuance of this loan.

5. And the said covenants, as aforesaid, that he, his heirs, executors or administrators, at the expiration of the said term, will pay to the said , his executors or administrators, the said sum of , with interest for the same, after the rate aforesaid.

In witness, etc.

Signed. sealed, etc.

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FORM 488.

*Certificate of Partnership for Registration (Ontario).*

SCHEDULE.

PROVINCE OF ONTARIO, }  
County of }  
To wit: }

, the undersigned, , of the of ,  
in the county of and , hereby certify,  
that have carried on and intend to carry on trade  
and business as , at , in partnership with  
under the firm of .

And that the said partnership hath subsisted since  
the day of , one thousand eight hundred and  
, and that the said are and have  
been since the said day the only members of the said  
partnership.

Witness hand at this day of  
one thousand eight hundred and .

Witness:



## FORM 489.

*Deed of Dissolution of Partnership.*

THIS INDENTURE, made the       day of       , A.D. 18       ,  
BETWEEN A. B., of       , and C. D., of       .

WHEREAS it has been agreed to dissolve the partnership heretofore carried on by the said parties hereto, under articles dated the       day of       . Now this Indenture witnesseth as follows:

1. In consideration of one moiety of the profits of such business up to the       day of       last, having been received by the said A. B., and of       secured to him by a bond bearing even date herewith of the said C. D., being the value of the share of the said A. B. in the property, stock and credits of the partnership, and also in consideration of an indemnity against the partnership liabilities, by a bond, bearing even date herewith, of the said C. D., indemnifying the said A. B. against the partnership liabilities, the said A. B. assigns and releases all his interest in the property, lease, stock, credits and business of the partnership to the said C. D., his executors, administrators and assigns, with power in the name of the said A. B., his executors and administrators, to recover and give receipts for the same.

2. The said C. D., for himself, his heirs, executors and administrators, covenants with the said A. B., that the said C. D., his heirs, executors and administrators, will discharge and keep indemnified the said A. B., his heirs, executors and administrators, against all the liabilities specified in the schedule hereto, but so that this covenant shall not be enforced so long as the said A. B., his heirs, executors and administrators, are kept so indemnified as aforesaid.

3. Each of the parties hereto releases the other of them, his heirs, executors and administrators, from all claims in

respect of the said partnership, and the articles constituting the same, preserving, nevertheless, in full force and effect the said bond of the said C. D.

In witness, etc.

Signed, sealed, etc.

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FORM 490.

*The Same—Another form.*

WE, the undersigned, do hereby mutually agree that the partnership heretofore subsisting between us as  
 , under the within articles of co-partnership, be and the same is hereby dissolved, except for the purpose of the final liquidation and settlement of the business thereof, and upon such settlement is wholly to cease and determine.

In witness whereof, we have hereunto set our hands and seals, this            day of            , A.D. 18   .

Signed, sealed, etc.            .

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FORM 491.

*Statutory Dissolution of Partnership (Ontario).*

PROVINCE OF ONTARIO, }  
 County of            :            } I,            , formerly a  
 member of the firm carrying on business as            ,  
 at            , in the county of            , under the style  
 of            , do hereby certify that the said partnership  
 was on the            day of            dissolved.

Witness my hand at            , the            day of            ,  
 in the year of our Lord one thousand eight hundred  
 and            .

## FORM 492.

*Notice of Dissolution.*

NOTICE is hereby given that the partnership heretofore subsisting between us, the undersigned, as \_\_\_\_\_, in the \_\_\_\_\_ of \_\_\_\_\_, has been this day dissolved by mutual consent. All debts owing to the said partnership are to be paid to \_\_\_\_\_, at \_\_\_\_\_ aforesaid, and all claims against the said partnership are to be presented to the said \_\_\_\_\_ by whom the same will be settled.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18 \_\_\_\_.

Witness:

## FORM 493.

*Notice Dissolving a Partnership Immediately.*

To \_\_\_\_\_: \_\_\_\_\_ (Date.)

Sir,—I hereby dissolve the partnership between us from this day.

## FORM 494.

*Notice of Dissolution Under a Power in the Deed.*

To \_\_\_\_\_: \_\_\_\_\_ (Date.)

Sir,—I give you notice that I shall put an end to the partnership between us on the \_\_\_\_\_ day of \_\_\_\_\_ next, at which time I shall be ready to indemnify you, and shall expect you to indemnify me according to the articles.

Yours, etc.

## FORM 495.

*Bond Securing to out-going Partner the Payment for his Share.*

Know all men by these presents, that I, C. D., of \_\_\_\_\_ my heirs, executors and administrators are firmly bound

to A. B., of \_\_\_\_\_, his executors, administrators and assigns; for the payment to him or them of the penal sum of \_\_\_\_\_, currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 189 \_\_\_\_\_.

The above written obligation is conditioned to be void if the above bounden C. D., his heirs, executors or administrators, shall pay to the said A. B., his executors, administrators or assigns, the sum of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 189 \_\_\_\_\_.

Signed sealed, etc.

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FORM 469.

*Bond Indemnifying outgoing Partner against Partnership Liabilities.*

Know all men by these presents that I, C. D., of \_\_\_\_\_ my heirs, executors and administrators are firmly bound unto A. B., of \_\_\_\_\_, his executors, administrators and assigns for the payment to him or them of the penal sum of \_\_\_\_\_, currency.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 189 \_\_\_\_\_.

The above written obligation is conditioned to be void if the said C. D., his heirs, executors or administrators shall keep the said A. B., his executors and administrators indemnified from all debts and liabilities of the said A. B. and C. D., which, up to the date of the said obligation, shall have arisen out of the partnership between the said A. B. and C. D. in the business of \_\_\_\_\_, heretofore carried on by them.

Signed, sealed, etc.

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FORM 497.

*Agreement to Renew a Partnership by Endorsement.*

To all to whom these presents shall come:

Whereas the partnership formed by and mentioned in

the within articles of agreement has this day expired (or will expire on the day of                      next) by the limitations therein contained :

Now know ye that it is hereby agreed between the parties thereto that the said partnership shall be continued, on the same terms and with all the provisions and restrictions in the within agreement mentioned, for the further term of                      years from this date (or from the day of                      next.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 498.

*Notice of Expulsion from Partnership.*

SIR: I do hereby give you notice that it is my intention immediately to dissolve the partnership now subsisting between us, in pursuance of a power to that effect contained in our partnership deed, on account of your having, contrary to the several stipulations therein contained, wilfully neglected to keep proper and just accounts (or other kind of breach) and of having committed several acts contrary to the said stipulations and agreements, whereby I am authorized, by giving you notice in writing to that effect, to expel you from the partnership, and I do declare that the said partnership between us is this day dissolved, and that the business thereof shall from henceforth be carried on in my own name only; but without prejudice, nevertheless, to any remedies which either of us may be entitled to as against the other for the breach or non-performance of all or any of the covenants, stipulations, conditions, or agreements contained in the said partnership deed previously to the dissolution of our said partnership.

In witness, etc.

## SPECIAL CLAUSES IN PARTNERSHIP AGREEMENTS.

## FORM 499.

*Retirement of Partner.*

Any partner may retire from the partnership on or at any time after the       day of       , 189   , on giving not less than six calendar months' previous notice in writing to the other partner of his intention so to do, or leaving such notice at the counting-house or office of the partnership; and at the expiration of such notice the partnership shall determine, so far as regards the partner giving or leaving such notice, but not as between the remaining partners.

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FORM 500.*Payment to one Partner for Rent.*

The said       shall be allowed by the partnership the clear yearly sum of       dollars, by way of rent for the said premises in       street aforesaid, so long as the said business shall be carried on therein; but the said premises shall continue the sole property of the said       subject only to be used for the purposes of the partnership business.

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FORM 501.*Increase of Capital.*

If, at any time hereafter, further capital shall be required for carrying on the business, and a majority of

the partners shall determine to increase the capital, the additional capital shall be advanced by partners in equal shares (*or*, in such proportions as they have respectively contributed to the original capital of the firm).

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## FORM 502.

*Additional Capital Contributed by One Partner.*

If any partner shall, with the consent of the other partner, bring in additional capital, or leave any part of his profits in the business, the same shall be considered a debt due to him from the partnership, and shall bear interest at the rate of            per cent. per annum, but the same shall not be drawn out except upon giving calendar month's written notice; and he shall be bound to draw out the same on a like notice given to him by the other partner, and, at the expiration of such notice, interest shall cease to be payable thereon.

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## FORM 503.

*Interest on Capital.*

Each partner shall be credited on the books of the partnership with interest at the rate of            per cent. per annum on his share of the capital for the time being standing to his credit, and such interest shall be paid to him on the       day of       , and the       day of       in each year, before any division of profits is made, and such capital and interest shall be deemed to be a debt due from the partnership.

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## FORM 504.

*Patent to be Property of Partnership.*

The patent right shall be considered as part of the partnership property, and to have been brought into the

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business as capital by the said patentee; and no share or interest therein, or license to use the same shall be sold, granted or assigned to any person or persons, without the consent of both the partners; and moneys, benefits and advantages to accrue from any such sale, grant, assignment or license shall be divisible between the partners in the same proportions as the profits of the business are hereinafter directed to be divided. The said patent right shall, for the purpose of the business and of any accounts in relation thereto, be taken to be of the value of \_\_\_\_\_ dollars at the date of these presents, and to become depreciated in value at the rate of \_\_\_\_\_ dollars every half year.

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FORM 505.

*Deposit and Payment of Moneys.*

All moneys which shall from time to time be received for or on account of said partnership, not required for current expenses, shall be paid immediately to the bank for the time being of the partnership in the same drafts, cheques, bills, or cash in which the same are received, and all disbursements for or on account of the partnership shall be made by cheque on such bank.

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FORM 506.

*Expenses of Business.*

All rent, expenses for repairs or improvements, all taxes, premiums of insurance, salaries and wages, and all other expenses, losses and damages which may be incurred in carrying on the business of the partnership (and the interest on the capital, payable to the respective partners),



shall be paid out of the receipts and earnings of the said business, and in case of deficiency thereof, then by said partners, in the shares or proportions in which they are entitled to the profits of the business.

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FORM 507.

*Profits.*

The partners shall be entitled to the net profits of the business in equal shares (*or* in the shares following, that is to say, etc.), and the net profits shall be divided as soon after the end of each year as the general annual account shall have been taken, as hereinafter provided.

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FORM 508.

*Guarantee of Profits to One Partner.*

Provided always, that in case the share of said in the said net profits, shall in any year be less than dollars, such share shall, in every such year, be made up to dollars by the other partners, by contributions in the shares in which they are entitled to the net profits.

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FORM 509.

*Sums to be drawn out Monthly.*

The partners shall be at liberty, from time to time, to draw out of the said business, for their own use respectively, any sum or sums not exceeding the sums following, that is to say: the said the sum of dollars per month; the said the sum of dollars per month; and the said the sum of dollars per month; such sums to be duly accounted for by them

respectively on the taking of every such general annual account hereinafter directed : and any partner whose drawings shall, on the taking of such account, be found to exceed his share of the net profit and interest on capital accrued to him for the previous year, shall forthwith refund the difference.

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FORM 510.

*Attention to Business.*

Each partner shall devote the whole of his time and attention to the partnership business and diligently and faithfully employ himself therein, and carry on the same to the greatest advantage of the partnership. (Provided however, that the said                      shall give only such an amount of supervision and attention to the said business as may be necessary for the efficient management thereof and except to that extent shall not be bound to personal attendance or participation therein.)

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FORM 511.

*One Partner to be Manager at a Salary.*

The said                      shall be the manager of the said business, and shall be paid for his services as manager the annual sum of                      dollars before any division of profits is made, in addition to his share of the profits, by equal quarterly payments, the first payment to be made on the day of                      .

## FORM 512.

*Not to Engage in any other Business.*

No partner shall, during the continuance of the partnership carry on or be concerned or interested, directly or indirectly, in the same kind of business as that carried on by said partnership, nor be engaged in or undertake any other trade or business, without the consent in writing of the other partners or partner.

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## FORM 513.

*Cheques, Bills and Notes.*

All cheques, notes, and other writings pledging the credit or affecting the property of the partnership, shall be signed by the said                      or                      and not otherwise.

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## FORM 514.

*The same.*

No partner shall, without the consent of the other partner or partners, draw, accept, or sign any bill of exchange or promissory note, or contract any debt on account of the partnership, or employ any of the moneys or effects thereof, or in any manner pledge the credit thereof, except in the usual and regular course of business. Any infraction of this provision shall be a ground for an immediate dissolution of the partnership as regards the partner so offending, and the other partners may forthwith declare the same dissolved by a written notice to the offending partner, or left for him at the office of the firm.

## FORM 515.

*Bonds, Notes, etc., to be Signed by both Partners.*

If there shall be occasion to give any bond, promissory note, bill of exchange, or other security for the payment of any money on account of the partnership, except when the giving of such obligation shall be in the common course of business unavoidable, the same shall be signed by both partners; and if either partners shall give such obligation, except in the case aforesaid, the same shall be deemed to be given on his separate account, and shall be payable out of his separate estate, and he shall indemnify the other partner against the payment thereof.

## FORM 516.

*Notice to Purchase Share in Partnership when Determined.*

I hereby give you notice that it is my intention to purchase your share in the partnership which subsisted between us under a deed of partnership, dated the \_\_\_\_\_ day of \_\_\_\_\_ 189 \_\_\_\_\_ for a term of \_\_\_\_\_ years from thenceforth next ensuing, and which said term expired on the \_\_\_\_\_ day of \_\_\_\_\_ last, in pursuance of the powers and upon the terms and conditions contained in the above mentioned deed of partnership.

## FORM 517.

*Not to give Credit when Forbidden.*

No partner shall lend any money, or give credit to, or have dealings on behalf of the partnership with any person, partnership or corporation whom the other partners or partner shall have forbidden him to trust or deal with; and if he shall act contrary to this provision he shall repay to the partnership any loss which may have been incurred thereby.

## FORM 518.

*To Make no Contract Exceeding a Certain Amount.*

No partner shall buy, order or contract for any article exceeding the value of            dollars, without the previous consent in writing of the other partner or partners; and, in case he does so, the other partner or partners shall have the option to take the goods or articles so bought, ordered or contracted for, on behalf of the partnership, or to leave the same for the separate use of the partner so buying, ordering or contracting, to be paid for out of his own money.

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## FORM 519.

*Hiring Clerks.*

No partner shall hire or dismiss, except in case of gross misconduct, any clerk or other person in the employment of the partnership, without the consent of the other partner or partners.

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## FORM 520.

*Not to Indorse or Become a Surety.*

And it is further agreed, that during the continuance of their said partnership, neither of the said partners shall indorse any note, or otherwise become surety for any person or persons whomsoever, without the consent of the others of the said partners.

## FORM 521.

*Nor to do any act Whereby the Partnership Property  
may be Attached.*

No partner shall do, or wilfully suffer to be done, anything whereby, or by means whereof, the stock in trade, capital or property of the partnership may be attached or taken in execution.

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## FORM 522.

*To Give Information.*

Each partner shall, upon every reasonable request, give to the other partners or partner a true account of all transactions relating to the business of the partnership, and full information of all letters, accounts, writings, and other things which shall come into his hands or to his knowledge concerning the business of the partnership.

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## FORM 523.

*Trade Secrets.*

Neither partner shall, during the continuance of the partnership, nor for                      years after its determination by any means, without the consent in writing of the other of them, or of his executors or administrators, divulge to any person not a member of the firm any trade secret, method of manufacture, or special information, employed in, or conducive to, the partnership business, and which may come to his knowledge in the course of, or by reason of, his partnership.

## FORM 524.

*To Pay his Private Debts.*

Each partner shall punctually pay and discharge his present and future separate debts and engagements, and shall at all times keep indemnified the other partners or partner, and the property of the partnership, against the same, and all actions, proceedings, claims and demands in respect thereof.

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## FORM 525.

*Advances to the Firm.*

Either partner may from time to time, with the consent of the other partner, advance any sum or sums of money to the firm by way of loan; and every such advance shall bear interest at the rate of        per cent. per annum from the time of making the advance until repayment thereof, and may be withdrawn at any time on        months' notice.

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## FORM 526.

*Not to do Certain Things without Consent.*

That neither of the said partners shall, in the course of the said business without the consent of the others of them, enter into any contract or engagement, or give credit, or lend any of the partnership moneys, or give any bill, note or security, or contract any debt on account of the said partnership, except in the usual and regular course of the business, and for the benefit thereof; or compound, release, discharge or postpone any debt, duty or demand due to the said firm, or become bail or security; or enter into any gaming transaction or time bargain for the sale or purchase of wheat, corn or other grain, or of any produce, or of railroad or other shares or bonds; or expose himself to any other risk as such partner as aforesaid.

## FORM 527.

*Not to Compound Debts.*

No partner shall, without the consent of the other partners or partner, compound, release, or discharge any debt which shall be due or owing to the partnership, without receiving the full amount thereof.

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## FORM 528.

*Partner Not to Assign his Share.*

No partner shall, without the previous consent in writing of the other partners or partner, assign his share or interest in the partnership.

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## FORM 529.

*Books of Account.*

Proper books of accounts shall be kept by the said partners, and entries made therein of all such matters, transactions and things as are usually entered in books of account kept by persons engaged in the same or similar business. Such books of account and all letters, papers and documents, belonging to the partnership shall be kept at the counting-house or office of the partnership, and each partner shall at all times have free access to examine, copy and take extracts from the same.

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## FORM 530.

*Annual Account.*

On the                      day of                      189   and on the same day in each subsequent year, a general account shall be taken of the assets and liabilities of the partnership, and



of all dealings and transactions of the same during the then preceding year, and of all matters and things usually comprehended in accounts of a like nature; and in taking such account a just valuation should be made of all items requiring valuation. Such account shall be entered in a book, which shall be signed by all the partners, and when so signed shall be binding on them: save that, if any, manifest error therein, shall be found and signified by any partner to the other partners within                      months thereafter, the same shall be rectified.

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FORM 531.

*Decision of Majority Binding.*

In all cases relating to the management of the partnership business, the decision of a majority in value of the acting partners shall be conclusive upon and bind all the partners.

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FORM 532.

*Allowance for Good Will.*

On the death or retirement of any partner, no allowance (or an allowance) shall be made to him, or his representatives, in respect of the value of the good will of the said business.

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FORM 533.

*Retiring Partner not to Carry on Business.*

In the event of any of the said partners retiring, as aforesaid, he shall not, during the remainder of the term of the said partnership, carry on, or engage, or be interested, directly or indirectly, in any other business competing or interfering with the business of the said firm.

## FORM 534.

*Power to Dissolve in Case of Losses.*

If, at any time, owing to losses from any cause whatever, one-fourth of the entire capital of the partnership shall be sunk, or a reasonable apprehension shall be entertained that further capital to the extent of            dollars, will be required in order to carry on the business of the partnership, a majority in value of the partners may require the partnership to be dissolved and wound up, as if the same had expired by lapse of time.

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## FORM 535.

*Power of Expulsion.*

If either partners shall infringe any of the clauses herein contained, or become insane, or enter into any arrangement or composition for the benefit of his creditors, or shall (without the consent of the other partner) make any assignment, either absolutely or by way of mortgage, or declaration of trust of his share and interest in the partnership, or any part thereof, the other partner may forthwith determine the partnership by notice in writing, left at the place of business, and may thenceforth continue the business alone, and may advertise notice of the dissolution in the            newspaper, and if necessary, sign the name of the infringing partner to such notice of dissolution.

## FORM 536.

*Power to determine Partnership by Notice.*

If at any time after the                      day of                      189 ,  
any partner shall be desirous of retiring from the partnership, he shall be at liberty to give to the other partner or partners, or to leave for them or him at the place where the business shall for the time being be carried on, notice in writing of such his desire, and of his intention to determine the partnership so far as he is concerned; and the partnership shall, at the expiration of                      months after the giving or leaving of such notice, determine accordingly as regards the partners giving such notice.

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## FORM 536.

*Winding up on Dissolution.*

Upon the dissolution of the partnership a full and general account of the assets, liabilities, and transactions of the partnership shall be taken, and the assets and property thereof shall, as soon as practicable, be sold, the debts due the partnership collected, the proceeds applied, first in discharge of the liabilities of the partnership and the expenses of liquidating the same; and next in payment to each partner or his representatives of any unpaid interest or

profits belonging to him, and of his share of the capital: and the surplus, if any, shall be divided between the partners or their representatives in the shares in which they contributed the capital of the said partnership; and the partners or their representatives shall execute all such instruments for facilitating the realization and division of the partnership property, and for their mutual indemnity and release as may be requisite or proper.

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FORM 488a.

*Certificate of Co-Partnership to be Registered.*

(R. S. M. c. 114, s. 21.)

We, the undersigned, do hereby certify that we have entered into co-partnership under the style or firm of (B. D. & Co., as grain and commission merchants), which firm consists of A. B., residing usually at                      and C. D., residing usually at                      and G. H., residing usually at                      as special partners; the said E. F. having contributed                      and the said G. H. having contributed                      to the capital stock of the said partnership; which said co-partnership commences on the                      day of                      18                      and terminates on the                      day of                      18

Dated this                      day of                      18

Signed in the presence of me,

*Notary Public.*

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## PARTY WALL AGREEMENTS.

FORM 537.

*Party Walls Agreement.*

THIS AGREEMENT, made this       day of       A.D. 18

BETWEEN D. L. of the City of Toronto, merchant of the first part, and P. S. of the said city, merchant of the second part.

WHEREAS the said D. L. is the owner in fee of the lot and store known as number 90 in       street, in the City of Toronto, and the said P. S. the owner in fee of the lot known as number 92 in       street, aforesaid, immediately adjoining to, and on the southerly side of said lot and store number 90, on which lot of the said P. S. he is about to erect a brick store.

AND WHEREAS it has been agreed by and between the said parties, that the said P. S., in erecting his said store shall make use of the gable end wall of the said store of the said D. L. immediately contiguous to and adjoining the said lot of the said P. S., as a party wall, upon the terms, conditions and considerations hereinafter mentioned, the said gable end wall, of the said D. L. so to be used as a party wall, standing and being entirely on the said lot of the said D. L.

NOW THEREFORE THIS AGREEMENT WITNESSETH, that the said D. L., for and in consideration of the sum of       dollars to him in hand paid by the said P. S., at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, doth for himself, his heirs, executors, administrators and assigns, covenant, grant, promise and agree to and with the said P. S., his heirs, executors, administrators and assigns, for ever; That he, the said P. S., his heirs and assigns, shall and may in erect-

ing and building the said store upon the said lot of the said P. S., freely and lawfully, but in a workmanlike manner, and without any interruption, molestation, or hindrance of or from the said D. L., his heirs, or assigns, make use of the said gable end wall of the said store of the said D. L., immediately adjoining or contiguous to the said lot of the said P. S., or such parts and so much thereof, as he the said P. S. his heirs or assigns, may choose as a party wall.

And further, that should the said wall, hereby made a party wall, be at any future time or times injured or destroyed, either by decay, lapse of time, fire, accident, or other cause whatever, so as to require to be either repaired or rebuilt in whole or in part, then and in every such case, the said D. L. and the said P. S. by these presents, for themselves respectively, and their respective heirs and assigns for ever, mutually covenant and agree to and with each other and their respective heirs and assigns for ever, that such reparation or rebuilding, as the case may be, shall be at the mutual joint and equal expense of them the said D. L. and P. S., their respective heirs and assigns forever; as to so much and such parts of the said wall as shall be used by the said P. S. his heirs and assigns, in erecting and building the said store, which he is now about erecting on his said lot, and as to all coping of the said gable end, whether such coping be used by the said P. S., his heirs or assigns, in erecting and building the said store or not, and as to the residue of the said wall not used by the said P. S., his heirs or assigns, in erecting or building the said store, such reparation or rebuilding of such residue of the said wall shall be at the sole and separate expense of the said D. L., his heirs or assigns forever; and that in every case of such reparation or rebuilding, should the same be necessary and proper, and either party, his heirs or assigns request the other to unite in the same, and to contribute to the expense thereof, according to the true intent and meaning of this agreement, then the other party his heirs or assigns forever, may cause such reparation or rebuilding to

be made and done, and charge the other party, his heirs and assigns forever, with the proportion of the expenses, costs, and charges thereof, according to the true intent and meaning of this agreement: and that in every case of such reparation or rebuilding, as the case may be, such repairs shall restore the said wall to the state and condition in which it now is, in all respects as nearly as may be; and that in every case of rebuilding, such wall shall be rebuilt upon the same spot on which it now stands, and be of the same size and the same materials, as far as they may go, and as to the deficiency with others of the same quality and goodness, and in all respects shall be made of the same quality and goodness as the present wall. It being further in like manner mutually understood and agreed by and between the said parties, that this agreement shall be perpetual, and run with the land, and be obligatory upon the heirs and assigns of the said parties respectively, forever, and in all cases and on all occasions, shall be construed as a covenant running with the land: but that this agreement shall not have the effect or operation of conveying to the said P. S., his heirs or assigns, the fee simple of the one moiety or any other part of the ground or land on which the said wall now stands, but only the right to the use and benefit of the said wall as a party wall forever.

In witness, etc.

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FORM 538.

*Another Form.*

This agreement, made the            day of            , between  
A B., of            , C. D., of            , witnesseth:

That whereas the said A. B. is the owner of the lot and shop known as number            , on the south side of King street, in the city of Toronto; and the said C. D. is the owner of the lot adjoining the same, on the east side thereof, on which last mentioned lot the said C. D. is about to erect a building:



Now, therefore, the said A. B., in consideration of the sum of            dollars, to him in hand paid, the receipt whereof is hereby acknowledged, doth, for himself, his heirs, executors, administrators, and assigns, covenant, grant, promise, and agree, to and with the said C. D., his heirs, executors, administrators, and assigns, that he, the said C. D., his heirs and assigns, shall and may, in the erection of the premises about to be built, as aforesaid, freely and lawfully, but in a workmanlike manner, make use of the easterly gable-end wall of the said A. B., or so much thereof as the said C. D., his heirs or assigns may desire, as a party wall, to be continued and used as such forever.

And the said A. B. and C. D. do hereby mutually covenant and agree, for and with themselves and their respective heirs and assigns, that if it shall hereafter become necessary to repair or rebuild the whole or any portion of the said party wall, the expense of such repairing or rebuilding shall be borne equally by the said A. B. and C. D., their respective heirs and assigns, as to so much and such portion of the said wall as the said C. D., his heirs and assigns shall or may use for the purposes aforesaid; and that, whenever the said party wall, or any portion thereof shall be rebuilt, it shall be erected on the same spot where it now stands, and be of the same size and the same or similar materials, and of like quality, with the present wall.

And further it is mutually understood and agreed, between the aforesaid parties, that this agreement shall be perpetual, and at all times to be construed into a covenant running with the land: and that no part of the fee of the soil upon which the wall of the said A. B., above described, now stands, shall pass to, or be vested in the said C. D., his heirs and assigns, in or by these presents.

In witness, &c.

## PATENTS OF INVENTION.

## FORM 539.

*Petition by a Sole Inventor.*

To the Commissioner of Patents, Ottawa :

The petition of John Smith, of the City of Toronto, in the Province of Ontario, carpenter, sheweth :

That he hath invented new and useful improvements in machines for breaking stones, not known or used by others before his invention thereof, and not being in public use or on sale, with his consent or allowance as such inventor, for more than one year previous to his application, for a patent therefor in Canada.

Your petitioner therefore prays that a patent may be granted to him for the said invention, as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioner elects his domicile in the City of Ottawa, Province of Ontario.

JOHN SMITH.

Toronto, 1st September, 1887.

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FORM 540.*Petition by an Inventor and an Assignee.*

To the Commissioner of Patents, Ottawa :

The petition of John Smith, of the City of Toronto, in the Province of Ontario, carpenter, and David Brown, of the City of New York, in the State of New York, one of the United States of America, painter, sheweth :

That the said John Smith hath invented new and useful improvements in machines for breaking stones, not known or used by others before his invention thereof, and not being in public use or on sale, with his consent or allowance as such inventor, for more than one year previous to this application, for a patent therefor in Canada.

That by assignment, dated on the 1st September, 1887, the said John Smith transferred to the said David Brown, an undivided one-half interest in the said invention.

Your petitioners therefore pray that a patent may be granted to them jointly for the said invention as set forth in the specification in duplicate relating thereto and, for the purposes of the Patent Act, your petitioners elect their domicile in the City of Toronto, Province of Ontario.

JOHN SMITH,  
DAVID BROWN.

Toronto, 1st September, 1887.

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FORM 541.

*Petition by an Administrator or Executor.*

To the Commissioner of Patents, Ottawa :

The petition of James Clayton, of the City of Kingston, in the Province of Ontario, stone-cutter, administrator of the estate (or executor of the last will and testament) of Thomas Clayton, in his lifetime, of the said City of Kingston, deceased, millwright, (as reference to the duly certified copy of letters of administration (or letters testamentary) hereto annexed will more fully appear), sheweth :

That the said Thomas Clayton did invent a new and useful composition of matter for making artificial stone, not known or used by others before his invention thereof, and not being in public use or on sale, with the consent or

allowance of the said Thomas Clayton as such inventor, for more than one year previous to this application for a patent therefor, in Canada.

Your petitioner therefore prays that a patent may be granted to him as administrator (or executor) of the estate of the said Thomas Clayton for the said invention, as set forth in the specification in duplicate relating thereto, and, for the purposes of the Patent Act, your petitioner elects his domicile in the City of Ottawa, Province of Ontario.

JAMES CLAYTON.

Kingston, 1st September, 1887.

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FORM 542.

*Petition for a Re-issue (by the Inventor).*

To the Commissioner of Patents, Ottawa :

The petition of Thomas Brown, of the City of Ottawa, in the Province of Ontario, lumber manufacturer, sheweth :

That your petitioner obtained a patent bearing date the twelfth day of August, A.D. 1886, for a new and useful improvement in churns.

That your petitioner is advised that the said patent is deemed defective or inoperative by reason of insufficient description or specification, and that the errors arose from inadvertence, accident or mistake, without any fraudulent or deceptive intention.

Your petitioner being desirous of obtaining a new patent in accordance with an amended description and specification in duplicate, therefore prays that he may be allowed to surrender the aforesaid patent, and a new patent be granted to him, in accordance with the amended description and specification of the said invention, for the unexpired period for which the original patent was granted.

THOMAS BROWN.

Ottawa, 1st September, 1887.

## FORM 543.

*Surrender to be Written on the Original Patent.*

To all to whom these presents shall come, Thomas Brown, of the City of Ottawa, in the Province of Ontario, lumber manufacturer, within named, sends greeting:—

Whereas the within written patent, for an improvement in churns, is deemed defective or inoperative by reason of insufficient description or specification, and the error arose from inadvertence, accident or mistake, without any fraudulent or deceptive intention, and the Commissioner of Patents accordingly, in pursuance of the Statute in such respect, hath agreed to accept the surrender of the same;

Now know ye that the said Thomas Brown, within named, doth by these presents, surrender and yield up the within written patent, granted to him for improvements in churns, and bearing date the 8th day of June, 1886.

In witness whereof the said Thomas Brown hath set his hand and affixed his seal this first day of September, A.D. 1887.

THOMAS BROWN. [L.S.]

Signed, sealed and delivered at the City of Ottawa, in the County of Carleton, in the Province of Ontario, in the presence of

HENRY COCKBURN.

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FORM 544.*Power of Attorney.*

To the Commissioner of Patents, Ottawa:

The undersigned, John Brown, of the Town of Cornwall, in the County of Stormont, in the Province of Ontario, store-keeper, hereby appoints John Smith, of the

City of Ottawa, Province of Ontario, his attorney, with full power of substitution and revocation, to prosecute an application for new and useful improvements in sewing machines; to sign the drawings, to receive the patent, and to transact all business in the Patent Office connected therewith.

Signed at Cornwall, this first day of September, 1887.

JOHN BROWN.

In the presence of

JOHN SMITH.

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FORM 545.

*Revocation of Power of Attorney.*

To the Commissioner of Patents, Ottawa :

The undersigned, John Brown, of the Town of Cornwall, in the County of Stormont, in the Province of Ontario, store-keeper, having on or about the 1st September, 1887, appointed John Smith, of the City of Ottawa, Province of Ontario, his attorney, to prosecute an application for a patent for a new and useful improvement on sewing machines, hereby revokes the power of attorney then given.

Signed at Cornwall, this thirteenth day of September, 1887.

JOHN BROWN.

In the presence of

JOHN SMITH.

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FORM 546.

*Specification for an Art or Process.*

To all whom it may concern :

Be it known that we, Marion Ellsworth, of Chicago, County of Cook, and State of Illinois, gentleman, and

Joseph Richard Shaw, of Indianapolis, County of Marion, and State of Indiana, gentleman, have jointly invented a new and useful improvement in the art or process of separating smut and other impurities from wheat, and we do hereby declare that the following is a full, clear and exact description of the same:

Take of lime, newly slaked and while yet warm, one and a half pound to each one hundred pounds of wheat. Mix the lime well with the wheat, let it stand one hour, then pass it through a smut mill in the usual way and it will be found that all the lime, smut, dirt and other impurities of every kind attached to the wheat, and which no smut mill without our liming process will fully separate, will be entirely removed, and the flour will be as white and as sweet as though made from the best of wheat.

We are aware that lime has before been used for the purpose of cleaning wheat, being first mixed with the grain as above proposed and the whole being then passed through smut mill; but in all previous processes, so far as we are aware, the lime has been used in a cold state, and for this reason such processes prove ineffectual. We propose to take lime *newly slaked, and while yet warm.*

What we claim as our invention, and desire to secure by patent, is: the process of cleaning wheat by mixing with it lime newly slaked and warm before passing it through a smut mill, so as to cleanse the wheat from all impurities, substantially as described.

MARION ELLSWORTH.

JOSEPH R. SHAW.

Chicago, 1st September, 1887.

Signed in the presence of

MAURICE JONES,  
HENRY ELIAS.

## FORM 547.

*Assignment of an Entire Interest (or an Undivided One-half Interest) in an Invention before the Issue of Patent.*

In consideration of the sum of ten dollars, to me paid by Solomon Lang, of the City of Montreal, I do hereby sell and assign to the said Solomon Lang all (or an undivided half of all) my right, title and interest in and to my invention for new and useful improvements in planing machines, as fully set forth and described in the specification which I have signed preparatory to obtaining a patent. And I do hereby authorize and request the Commissioner of Patents, to issue the said patent to the said Solomon Lang (or jointly to myself and the said Solomon Lang) in accordance with this assignment.

Witness my hand and seal this first day of September, 1887, at the City of Montreal.

THOMAS LORD. [L.S.]

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FORM 548.

*Assignment of an Entire Interest in a Patent.*

In consideration of five hundred dollars, to me paid by Nathan Wilcox, of Keokuk, Iowa, I do hereby sell and assign to the said Nathan Wilcox, all my right, title and interest in and to the patent of Canada, No. 23,460, for an improvement in locomotive head-lights, granted to me, July 30, 1878, the same to be held by and enjoyed by the said Nathan Wilcox to the full end of the term for which said patent is granted, as fully and entirely as the same could have been held and enjoyed by me if this assignment and sale had not been made.

Witness my hand and seal this first day of September, 1887, at Keokuk, Iowa.

HORACE KIMBALL. [Ls]



## FORM 549.

*Disclaimer (To be in duplicate).*

I, William Lookup, of the City of Hull, in the County of Ottawa, Province of Quebec, having on the 1st September, 1887, obtained a patent for the Dominion of Canada, for new and useful improvements in waggon brakes;

And through mistake, accident or inadvertence, without any wilful intent to defraud or mislead the public, I have made the claim in my specification too broad (or as being the inventor of a material or substantial part of the invention patented of which I was not the inventor, and to which I had no legal right);

I, therefore, hereby disclaim the part of the claim in the specification, which is in the following words:

"I also claim the use of the lever A, in combination with crank D, as described."

WILLIAM LOOKUP.

Hull, 30th September, 1887.

Signed in duplicate in the }  
presence of }

DAVID BROWN.

FRANCIS LEMIEUX.

## PLEDGES AND COLLATERAL SECURITIES.

## FORM 550.

*Collateral Note Pledging Stock with Power of Sale.*

Toronto, , 189 .

Six months after date, for value received, I promise to pay to , or order, dollars, and interest at the rate of per cent. per annum for such further time as said principal sum or any part shall remain unpaid, I having deposited with this obligation, as collateral security, shares of the capital stock of the Co., with authority to sell the same, without notice, either at public or private sale, or otherwise, at the option of the holder or holders hereof, on the non-performance of this promise, he or they giving me credit for any balance of the net proceeds of such sale remaining after paying all sums due from me to the said holder or holders, or to his or their order. And it is further agreed that the holder or holders hereof may purchase at said sale.

## FORM 551.

*Promissory Note with Collateral Security.*

Toronto, , 18 .

On the day of , without grace, or notice, I promise to pay to , or order, dollars, for value received. And as collateral security for the punctual payment of the same, I have deposited in his hands sundry securities as specified in the annexed power, authorizing a sale of the same in case of my failure to pay this note.

The following is a list of the securities pledged by me to said , to secure the punctual payment of my note for dollars, due the day of next, viz., etc.

And I do hereby authorize the said \_\_\_\_\_, or the holder of my said note, in case of my failure to pay said note at maturity, thereupon to sell the said securities at the brokers' board, for the best price that can be obtained for the same, without notice to me, and to apply so much of the proceeds thereof as may be necessary to pay said note and the expenses incurred by said procedure.

Witness my hand this \_\_\_\_\_ day of \_\_\_\_\_, 18 \_\_\_\_.

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FORM 552.

*Pledge of Shares of Stock.*

To \_\_\_\_\_ :  
 \_\_\_\_\_ Toronto, \_\_\_\_\_, 18 \_\_\_\_.

Having borrowed from you the sum of \_\_\_\_\_ dollars, which is to be repaid to you on the \_\_\_\_\_ day of \_\_\_\_\_ next, and which sum is secured by my promissory note in your favour for that amount bearing even date herewith, I have, for further securing the repayment of such sum, transferred \_\_\_\_\_ shares of the \_\_\_\_\_ Co., in your name in the books of the said company, to be held by you on the following terms, viz.:

1. All dividends which may be declared upon the shares are to be received by you and paid to me.

2. All new shares created in respect of the above shares are to be held by you as the original shares, the calls or assessments thereon to be paid by me

3. On the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_, upon being repaid the amount advanced as above, with interest thereon at the rate of \_\_\_\_\_ per cent. per annum, the said shares and all newly created shares (if any) are to be transferred to me.

4. If I shall make default in repayment of the said advanced sum on the \_\_\_\_\_ day of \_\_\_\_\_, 189\_\_\_\_, or in payment of the said calls as they become due, you may, at

any time afterwards, on giving me                      days' notice of your intention so to do, and without being liable for any diminution in prices which may have taken place in the meantime, and without any further consent by me, sell the said shares, and any such new shares as aforesaid, at such price, or prices, and in such manner in all respects, as you shall think proper, and may retain out of the proceeds the amount then due to you, with interest thereon after the rate aforesaid, and all costs attending the said sale, and may demand and claim of me any balance that may remain unpaid by the means aforesaid.

*(Signature of pledgor.)*

I, the undersigned (*pledgee*), agree to hold the said shares upon the terms and conditions before mentioned.

*(Signature of pledgee.)*

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FORM 553.

*Memorandum of a Pledge of Articles as Security for a Loan.*

To                      of

I hereby deposit with you the articles specified in the annexed schedule as security for the payment to you of my note of this date, for the sum of                      dollars, payable in                      months, with interest thereon at the rate of                      per cent. per annum, and I hereby authorize you in the event of the non-payment of said note at maturity, to sell the same at public or private sale, at such time as you may think proper, without giving notice to me of the time or place of sale: and out of the proceeds thereof, after paying all expenses attending such sale, to retain the amount of said note, both the principal and interest thereof, paying the residue, if, any, to me.

Dated this                      day of                      18 .

## FORM 554.

*Receipt for Collaterals.*

Received of                      of                      a certificate for shares  
of the capital stock of the                      railroad company  
and a bond of said railroad company for                      dollars,  
dated the                      day of                      18   , payable to bearer  
                    years after date, as collateral security, for the  
prompt payment at maturity of his promissory note for  
                    dollars, dated the                      day of                      18   ,  
and payable                      months after the date thereof, said  
securities to be returned to him in case said note be then  
paid.

In case of non-payment of said note at maturity, I am  
at liberty, and am hereby authorized by him to sell the  
securities, or such portion as may be necessary, either at  
public or private sale, or at the broker's board without  
notice, and apply proceeds to the payment of said note and  
expenses.

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## RELEASES.

FORM 555.

*General Release of all Demands.*

THIS INDENTURE, made the       day of       A.D. 18   ,  
BETWEEN       of the first part ; and       of the  
second part.

WHEREAS, there have been divers accounts, dealings and transactions between the said parties hereto respectively, all of which have now been finally adjusted, settled and disposed of, and the said parties hereto have respectively agreed to give to each other the mutual releases and discharges hereinafter contained in manner hereinafter expressed.

NOW, THEREFORE THESE PRESENTS WITNESS, that in consideration of the premises and of the sum of one dollar, of lawful money of Canada to each of them, the said parties hereto respectively paid by the other of them at or before the sealing and delivery hereof (the receipt whereof is hereby acknowledged), each of them the said parties hereto respectively, doth hereby for himself and herself respectively, his and her respective heirs, executors, administrators, and assigns, remise, release and forever acquit and discharge the other of them, his and her heirs, executors, administrators and assigns, and all his, her and their lands and tenements, goods, chattels, estate and effects respectively whatsoever and wheresoever, of and from all debts, sum and sums of money, accounts, reckonings, actions, suits, cause and causes of action and suit, claims and demands whatsoever, either at law or in equity, or otherwise howsoever, which either of the said parties now have, or has, or ever had, or might or could have against the other of them, on any account whatsoever, of and concerning any

matter, cause or thing whatsoever between them, the said parties hereto respectively, unto and including the day of the date of these presents.

In witness, etc.,

Signed, sealed, &c.

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## FORM 556.

*General Release (by Deed Poll).*

KNOW ALL MEN BY THESE PRESENTS, that                      for and in consideration of the sum of                      to                      in hand paid by                      have remised, released and forever discharged, and by these presents do for                      heirs, executors, administrators and assigns, remise, release and forever discharge the said                      heirs, executors and administrators, of and from all and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity which                      ever had or now have, or which                      or                      heirs, executors, administrators, or assigns hereafter can, shall or may have by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date of these presents.

In witness whereof                      have hereunto set                      hand and seal this                      day of                      , A.D. 18                      .

Signed, sealed, etc.

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## FORM 557.

*Release to a Guardian.*

KNOW ALL MEN, ETC., that A. B., etc., son and heir of B. B., deceased, hath remised, released and forever quit-claimed, and by these presents doth remise, etc., unto C. D., of                      , his guardian, all and all manner of action and

actions, suits, reckonings, accounts, debts, dues and demands whatsoever, which he, the said A. B., ever had, now hath, or which he, his executors and administrators, at any time hereafter can or may have, claim or demand against the said C. D., his executors or administrators, for touching and concerning the management and disposition of any of the lands, tenements and hereditaments of the said A. B., situate, etc., or any part thereof, or for or by reason of any moneys, rents or profits by him received out of the same, or any payments made thereout, during the minority of the said A. B., or by reason of any matter cause or thing whatsoever relating thereto, from the beginning of the world to the day of the date hereof.

In witness, etc., this            day of            , A.D. 18   .

Signed, sealed, etc.

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FORM 558.

*Release to Executors on Payment of Legacy.*

KNOW ALL MEN BY THESE PRESENTS, that            , of            , and            , his wife, late            , one of the daughters and legatees named in the will of            , late of            , deceased, do hereby acknowledge that they have this day had and received of and from            and            executors of the last will and testament of the said            , deceased, the sum of            , in full satisfaction and payment of all such sum or sums of money, legacies and bequests as are given and bequeathed to the said            by the last will and testament aforesaid, and all interest accrued therefrom.

And therefore the said            and            his wife, do by these presents, remise, release, quit-claim and forever discharge the said            and            their heirs, executors and administrators, of the said legacy or legacies, and of and from all actions, suits, payments, accounts, reckonings,



claims and demands whatsoever, for or by reason thereof, or of any other acts, matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents.

In witness, etc, this       day       A.D. 18 .

Signed, sealed, etc.

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FORM 559.

*Release from Legatee on Coming of Age.*

KNOW ALL MEN BY THESE PRESENTS, that whereas A. B., of       made his last will and testament in writing, bearing date       and among other legacies therein contained, did give and bequeath unto me, C. D., of       his son, the annual sum of       to be paid to me quarterly, until I should attain the age of twenty-one years; and of his will constituted E. F. and G. H. joint executors, as in and by the said will may appear; and whereas, the said E. F. and G. H. did jointly accept of the said executorship and trust, and I, the said C. D., have attained my said age of twenty-one years; and whereas the said E. F. and G. H. have made up an account with me the said C. D., of all moneys received and paid by the said E. F. and G. H., and all transactions in pursuance of the said executorship and trust, and have not only paid me the said C. D., the balance of such accounts but also delivered unto me all the writings and papers belonging to the estate of the said deceased A. B. Now know ye, that I the said C. D. being fully satisfied in the premises, have remised, released and forever quit-claimed, and by these presents do remise, release and forever quit-claim, unto the said E. F. and G. H., and each of them, their and each of their executors and administrators, all reckonings and accounts, sum and sums of money by them had and received in pursuance of the said trust, or by means of their being executors to the said A. B. as aforesaid; and

also of and from all other reckonings accounts and demands whatsoever, from the beginning of the world to the day of the date of these presents.

In witness, etc., this       day of       A.D. 18 .

Signed, sealed, etc.

FORM 560.

*Release of a Trust.*

TO ALL, etc., A. B., of, etc., sendeth greeting ;

WHEREAS, by Indenture bearing date       made between, etc. (*here recite the deed*), in which said Indenture the said A. B. doth hereby declare that his name was only used in trust, for the benefit and behoof of C. D., of       : Now, know ye, that I, the said A. B. in discharge of the trust reposed in me, at the request of the said C. D., have remised, released and surrendered, assigned and set over, and by these presents for me, my executors and administrators, do freely and absolutely remise, etc., unto the said C. D., his executors, etc., all the estate, right, title, interest, use, benefit, privilege and demand whatsoever, which I, the said A. B., have or may have, or claim, of or to the said premises, or of and in any sum of money, or other matter or thing whatsoever, in the said Indenture contained, mentioned and expressed ; so that neither I, the said A. B., my executors or administrators, or any of us, at any time hereafter, shall or will ask, claim, challenge or demand, any interest, etc., or other thing, in any manner whatsoever, by reason or means of the said Indenture, or any covenant therein contained, but thereof and therefrom, and from all actions suits and demands, which I, my executors, administrators, or assigns, may have concerning the same, shall be utterly excluded and forever debarred by these presents.

In witness, etc., this       day of       , A.D. 18 .

Signed, sealed, etc.

## FORM 561.

*Release of a Proviso or Condition.*

KNOW ALL MEN, ETC., that I, A. B., of \_\_\_\_\_, for divers good considerations, me hereunto moving, have remised, released and quit-claimed, and by these presents, for me, my executors, administrators and assigns, do, etc., unto \_\_\_\_\_, of \_\_\_\_\_, his heirs, executors, administrators and assigns, as well a certain proviso or condition, and all and every the sum and sums of money specified in the same proviso or condition, contained or comprised in an Indenture of, etc., bearing date, etc., made between me, the said A. B., of the one part, and the said \_\_\_\_\_, of the other part, and also all and all manner of actions and suits, cause and causes of actions and suits, for or concerning the said proviso or condition.

In witness, etc., this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18 \_\_\_\_.

Signed, sealed, etc.

## FORM 562.

*Release of Equity of Redemption.*

THIS INDENTURE, made (in duplicate) the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 18 \_\_\_\_, in pursuance of the Act respecting Short Forms of Conveyances: BETWEEN

WHEREAS, by an Indenture dated the \_\_\_\_\_ day of \_\_\_\_\_ one thousand eight hundred and \_\_\_\_\_ did grant and mortgage unto \_\_\_\_\_ the lands hereinafter described, for securing payment of the sum of \_\_\_\_\_ and interest, as therein mentioned:

NOW THIS INDENTURE WITNESSETH, that the said part of the first part, in consideration of the sum of \_\_\_\_\_ of lawful money of Canada, to \_\_\_\_\_, well and truly paid by the said part of the second part (the receipt whereof is hereby acknowledged), do grant, release and confirm unto

the said part of the second part, heirs and assigns, all . And also all estate, right, title, interest and equity of redemption of and in the said lands which said part of the first part now has or may hereafter claim, either at law or in equity, of, in, to or out of the said lands :

To HAVE AND TO HOLD unto the said party of the second part heirs and assigns, to and for and their sole and only use for ever ; subject, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown :

The said part of the first part covenant with the said part of the second part that he ha the right to grant and release the equity of redemption of the lands before described : And that the said part of the first part ha done no act to encumber the said lands : And that the said part of the second part shall have quiet possession of the said lands : And that the said part of the first part will execute such further assurances of the said lands as may be requisite.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 563.

*Release of Dower (by Widow).*

THIS INDENTURE, made (in duplicate) the day of  
A. D. 18 , BETWEEN

WHEREAS, of the of in the  
county of in the province of by an  
Indenture dated the day of one thousand  
eight hundred and for the consideration therein  
mentioned did grant and convey to therein des-  
cribed heirs and assigns, all that certain piece or  
parcel of land, situate, lying and being

And whereas the said                      departed this life on the  
day of                      one thousand eight hundred and  
leaving his wife the party of the first part him  
surviving.

And whereas the said party of the first part, the wife  
of the said                      did not join in the execution of the said  
Indenture, and at the request of the said party of the second  
part she hath agreed to execute these presents for the pur-  
pose of releasing her dower in the said lands and premises  
hereinbefore described.

NOW THIS INDENTURE WITNESSETH, that the said party  
of the first part, in consideration of the premises and of the  
sum of                      dollars of lawful money of Canada to her  
in hand well and truly paid by the said party of the second  
part, the receipt whereof is hereby acknowledged, doth  
grant, release and quit claim unto the said party of the  
second part,                      heirs and assigns, all dower and all right  
and title thereto which she the said party of the first part  
now hath in the said land before mentioned, or can or may  
or could or might hereafter in anywise have or claim  
whether at common law or otherwise howsoever in to or  
out of the lands and premises before mentioned and des-  
cribed.

To have and to hold the same unto the said party of  
the second part                      heirs and assigns for ever.

In witness whereof, etc.

Signed, sealed, etc.

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FORM 561.

*Release of Dower (by Wife).*

THIS INDENTURE, made (in duplicate) the                      day of  
A. D. 18                      , BETWEEN

WHEREAS, the said party of the second part, the now  
present husband of the said party of the first part, by an

Indenture dated the                      day of                      one thousand  
 eight hundred and                      for the consideration therein  
 fully set forth did grant and convey to                      therein  
 described.                      heirs and assigns ; that certain piece or  
 parcel of land, being

And whereas the said party of the first part, did not join  
 in the execution of the said Indenture for the purpose of  
 barring her dower in the land thereby conveyed, and she  
 hath at the request of the said party of the third part  
 agreed to execute these presents by and with the full con-  
 sent of the said party of the second part testified by his  
 execution hereof.

NOW THIS INDENTURE WITNESSETH, that the said party  
 of the first part, in consideration of the premises and of  
 the sum of                      of lawful money of Canada, to her in  
 hand well and truly paid by the said party of the third  
 part, the receipt whereof is hereby acknowledged, doth  
 (with the approbation and consent of the said party of the  
 second part) grant and release unto the said party of the  
 third part                      heirs and assigns, all dower and all right  
 and title thereto which she, the said party of the first part,  
 now hath, or in the event of her surviving her said husband,  
 the said party hereto of the second part may have in the  
 said land before mentioned, or can or may or could or  
 might hereafter in anywise have or claim, whether at  
 common law or otherwise howsoever, in to or out of the  
 lands before mentioned.

To have and to hold unto the said party of the third  
 part                      heirs and assigns forever.

In witness whereof, etc.

Signed, sealed, etc.

*Release from one Joint Tenant to Another.*

BETWEEN D. J., of                      widow of W. J., late of  
                , and sister of S. C., of                      , of the one part,

WHEREAS the said D. J. and S. C. are and stand jointly seized to them and their heirs, of and in all those messuages, etc., situate in the township of \_\_\_\_\_ in the county of \_\_\_\_\_  
[here insert an accurate description.]

**Witness, etc.**

Signed, sealed, e<sup>t</sup>c.

## FORM 566.

*Mutual Release of Debts and Causes of Action.*

Indenture made the                      day of                      , 18  
between                      of                      of the one part, and                      ,  
of                      , of the other part.

Whereas, there have been divers dealings and transactions between the said                      and                      with reference to their business and otherwise, and disputes and differences have arisen between them; and whereas, the said                      and                      , have agreed to settle all the said disputes and differences by the payment of a sum of                      dollars by the said                      to the said                      and by the execution of mutual releases in manner hereafter appearing;

Now this Indenture witnesseth, that in pursuance of the said agreement, and in consideration of the sum of                      dollars, upon the execution hereof paid by the said                      to the said                      (the receipt whereof the said                      doth hereby acknowledge) and of the premises, each of them,                      the said                      and                      doth hereby release the other, his heirs, executors, administrators, estates and effects, from all sums of money, accounts, actions, claims, and demands up to the date and execution of these presents.

In witness, etc.

## FORM 567.

*Mutual Release between Partners.*

To all to whom these presents shall come: We, A. B.,  
of                      C. D., of                      and E. F., of                      send  
greeting:

Whereas, dealings and transactions have taken place between us, the said A. B., C. D., and E. F., as partners trading under the name, style and firm of                      all of which are now wound up and finally settled and adjusted.



Now, therefore, know ye that each of us, the said A. B., C. D. and E. F. doth by these presents, for himself, his heirs, executors and administrators, acquit, release, exonerate and forever discharge the others of them, these and each of their heirs, executors and administrators from all sum and sums of money, accounts, reckonings, actions, suits, claims and demands for or on account of any matter, cause or thing whatsoever up to and inclusive of the day of the date hereof.

In witness, etc.

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FORM 568.

*Release to be Executed by Party to an Arbitration when  
Required by the Award.*

Know all men by these presents: That I, A. B., of the                      of                      , for and in consideration of the sum of one dollar to me in hand paid by C. D., of                      , and in pursuance of an award made by                      and                      arbitrators, between us, the said A. B. and C. D., and bearing date the                      day of                      18                      , do hereby release, and forever discharge the said C. D., his heirs, executors and administrators, of and from all actions, cause and causes of action, suits, controversies, claims and demands whatsoever, for or by reason of any matter, cause or thing from the beginning of the world down to the                      , day of                      , 18                      .

In witness whereof, etc.

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FORM 569.

*Release to a Debtor who has Compounded with his Creditors, and paid the full amount of the Composition.*

To all to whom these presents shall come, we, whose names and seals are hereunto subscribed and affixed, the respective creditors of                      , send greeting:

1. Whereas by Indenture bearing date on or about the day of last, and made between the said debtor, of the one part, and us, the several creditors, parties hereto, of the other part, after reciting that the said debtor was indebted to us, the said creditors, in the several sums set opposite to our respective names subscribed to the said recited indenture, and being unable to satisfy the same in full, but desirous to liquidate the same as far as he was able, he had proposed to pay us, his said creditors, within the space of months from the day of the date thereof, the sum of cents in the dollar, which composition, we, the said creditors, had consented to accept in full satisfaction of our respective debts, it is witnessed that, in pursuance of the said agreement, the said debtor did thereby covenant with us, the said several creditors, that he, the said debtor, would, within the space of months from the date thereof, pay unto us the said several creditors, the sum of cents on the dollar upon the amount of our said respective debts.

2. And whereas we, the said several creditors, have respectively received the full amount of said composition on the several sums of money set opposite to our respective names at the foot of the said recited indenture, and also at the foot of these presents.

3. Now therefore know ye, that for the considerations hereinbefore mentioned, we, the said several creditors, parties hereto, do and each and every of us who have hereunto set our hands and seals doth, by these presents, remise, release, exonerate and forever discharge the said debtor, his heirs, executors, and administrators, and his and their lands and tenements, goods and chattels, of, from and against all debts, claims and demands whatsoever which we now have, ever had, or could claim or demand, from or against the said debtor; and also from and against all and all manner of action or actions, suit or suits, cause or causes of action or suit, which we now have, ever had, or can or may have,

against the said debtor, his heirs, executors, or administrators, for or in respect of our said debts, or any cause, matter, or thing relating thereto.

In witness, etc.

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FORM 570.

*Release of a right of way by Endorsement on the Deed of Grant thereof.*

This Indenture, made the                      , day of                      , 18                      , between the within named grantee,                      of                      , of the one part, and the within named grantor                      of                      of the other part, witnesseth that in consideration of                      dollars now paid by the said grantor to the said grantee (the receipt whereof is hereby acknowledged) the said grantee hereby releases and conveys unto the said grantor and his heirs all that road or way, a right of way into, upon, through or over the premises within described granted to him the said grantee by the within written indenture, to the intent that the said grantor and his heirs shall and may at all times hereafter, hold and enjoy the said premises with their appurtenances, free from the said right of way, and all other easements, interruptions, claims and demands whatsoever of or by the said grantee, his heirs or assigns.

In witness, etc.

## SETTLEMENTS.

## FORM 571.

*Settlement of Personal Property.*

THIS INDENTURE, made the       day of       A. D. 18,  
 BETWEEN       of       , bachelor of the first part,  
               of       , spinster, of the second part, and  
               of       and       of       of the third  
 part, in consideration of an intended marriage between the  
 said       and       , witnesseth as follows:—

1. The said       and       shall hold \$  
 transferred into their names by the said       and the  
 lease of       at       , in the county of       ,  
 assigned to them by the said       , by an Indenture of  
 even date herewith, upon trust that they and the survivor,  
 of them, his executors and administrators, or their or his  
 assigns, after the said marriage, and during the joint lives  
 of the said parties, shall pay the income of the trust  
 premises to the said       for her sole and separate use  
 (and so that no anticipation thereof shall be valid), and  
 after the death of either of them, to the survivor, during  
 his or her life.

2. Subject to the foregoing trusts, the premises shall be  
 held upon trust for such children or child of the marriage,  
 and in such manner as the said parties shall by deed  
 appoint; and so far as there shall be no such appointment,  
 then as the survivor shall by deed, will or codicil appoint;  
 and so far as the same shall be unappointed in trust for the  
 children of the marriage equally, or child, if but one, who  
 shall attain twenty-one, or being a daughter, or daughters,  
 shall marry, but so that no child shall take an unappointed  
 share without bringing his or her appointed share into  
 account.

3. And, on failure of the foregoing trusts, upon trust for the said            his executors and administrators.

In witness, etc.

Signed, sealed, etc.

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FORM 572.

*Settlement of Wife's Personal Estate in Contemplation of Marriage.*

THIS INDENTURE of three parts, made this            day of  
A. D. 18           , by and between A. B., of           , spinister,  
of the first part, C. D., of           , Esquire, of the second  
part, and E. F., of           , gentleman, of the third part,  
witnesseth.

THAT, whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. B., is possessed of certain personal estate, to wit, the sum of            which is now deposited with the            Company in the City of Toronto, forty shares of the capital stock of the            bank in           , eleven shares in the capital stock of the            bank in           , all which said A. B., with the consent of said party of the third part, is minded and disposed to transfer to the said party of the second part, in trust for her own proper use and benefit;

Now, therefore, in consideration of the premises, and of one dollar paid by the said C. D. to the said A. B. (the receipt whereof is hereby acknowledged), the said A. B. doth hereby assign, transfer and set over to the said C. D. and his executors and administrators all the moneys, property and effects above mentioned (whereof separate transfers, according to the usages and rules of the aforesaid corporations, have been made, of even date herewith); To hold the same to him the said C. D. and his executors and

administrators, upon the special trusts, and for the use and purposes following, and none others, namely :

*In the first place*, that, until the solemnization of the said marriage, the said C. D. shall pay over to the said A. B., or shall empower her to receive for her own use, all the income, profits and dividends arising from the said moneys and effects and from any other estate which may be substituted therefore, as is hereinafter provided.

*Secondly*.—That from and after the solemnization of the said marriage, and during the coverture of the said A. B., the said C. D. shall receive and collect the incomes, profits and dividends of the said trust moneys and effects, or of any other substituted estate, so often and whenever the same shall be payable, and after the deduction of all incidental expenses, shall pay over the same, or so much thereof as she shall not direct to be added to the principal for the purpose of accumulation, to the said A. B. upon her sole and separate receipt therefor, and free from the control or interference of her said husband or any other person whomsoever.

*Thirdly*.—That, in case of the decease of the said A. B. after the solemnization of the said marriage, and during the life of her said husband, the said moneys and effects shall be transferred and paid over by the said trustee to such person or persons as she the said A. B. by any instrument or note in writing subscribed by her in presence of at least two competent witnesses, shall order and appoint to take and receive the same ; and in default of her making such appointment, the same shall be transferred and paid to the said E. F., being then her husband, and in case of his decease before the said property shall be actually transferred and paid over to him, then to such person or persons as would be the legal representatives of the said A. B. by the statute for the distribution of intestates' estates.

*Fourthly*.—That, in the event of the decease of the said E. F., leaving the said A. B. surviving, all the property then

held in trust under this indenture shall be transferred and conveyed back to the said A. B.; and, until so transferred, the trustee shall pay over to her, or empower her to receive, the income, profits and dividends of the same for her own use.

*Fifthly.*—That the said trustee shall have power, with the approbation or at the request of the said A. B., expressed in writing, to sell and dispose of the said trust estate, or any part of it, and the proceeds to invest in other personal or in real estate, according to the written direction of the said A. B.: and the estate so purchased shall be had and held by the trustee for the same uses and purposes, and upon the same trusts as are declared in and by this indenture, of and concerning the property and estate first above mentioned, and may be sold and the proceeds reinvested from time to time in trust in manner aforesaid; and it is hereby declared, that the purchaser of any estate held in trust as aforesaid, shall not be bound to see to the application of the said purchase money.

*Sixthly.*—That, in case of the decease of the party of the second part, or of his resignation of the said trust, he or his executors or administrators shall convey, transfer and pay over the whole of the trust estate then held by him to such person or persons as may be appointed in writing by the said party of the first part to be the trustee or trustees under this indenture; and such new trustee or trustees shall have all the powers, and shall hold the trust estate subject to all the provisions herein set forth and expressed; and the receipt of such new trustee or trustees for the trust property shall be a complete acquittance and discharge to the said party of the second part, his executors and administrators; and in like manner other new trustees may be appointed from time to time, as occasion may require.

And the said party of the second part doth hereby signify his acceptance of the said moneys and effects, and doth engage to hold and manage the same upon the trusts and for the uses herein mentioned.

And the said party of the third part doth hereby signify his assent to the provisions of this indenture, and doth covenant to and with the said party of the second part and his successors in the said trust, to permit the said party of the first part, after the solemnization of the said intended marriage, to receive the aforesaid income and profits to her sole and separate use, and freely to dispose of the trust estate, by her will or by her testamentary appointment, to such person or persons as she may bequeath the same to, and not to interfere with the said trust estate otherwise than in conformity to the provisions of this indenture.

In witness, etc.

Signed, sealed, etc.

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FORM 573.

*Settlement of Wife's Real and Personal Estate in Contemplation of Marriage.*

THIS INDENTURE of three parts, made this      day of  
          , A.D. 18    , by and between A. M., of      , spinster,  
of the first part, W. M. and R. M., of      of the second  
part, and H. B., of      , clerk, of the third part,

WITNESSETH, that whereas a marriage is intended to be had and solemnized between the said parties of the first and third parts, and the said A. M. is possessed of certain real and personal estate, to wit, one undivided seventh part of all the estate, real and personal, whereof her late father, W. M., Esquire, died seized and possessed, all which the said A. M., with the consent of the said party of the third part, is minded and disposed to transfer and convey



unto the said parties of the second part, in trust for her own proper use and benefit :

Now, therefore, in consideration of the premises, and of one dollar paid to the said A. M. by the parties of the second part (the receipt of which is hereby acknowledged), the said A. M. doth hereby give, grant, bargain, sell and convey unto the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns, one undivided seventh part of all the estate of which the said W. M., Esquire, died seized and possessed, consisting of real estate, bank, insurance, and manufacturing stocks, furniture and other personal property, wheresoever the same may be situated : To have and to hold the same to the said W. M. and R. M., and their heirs and assigns, and to the survivor of them, and his heirs and assigns forever, but upon the special trusts and for the uses and purposes, and subject to the powers and obligations following, and none other, namely :

*First.*—That until the solemnization of the said intended marriage, the said trustees shall hold the said estate and property to and for the sole use of the said A. M., and shall pay over to her, or empower her to receive for her own use, all the rents, income and dividends, arising from or out of the said trust funds or estate.

*Secondly* —That from and after the solemnization of the said intended marriage, the said trustees shall collect and receive the rents, income and dividends of the said trust estates and moneys, or of any estates or property which may be substituted therefor, as is hereinafter provided, so often and whenever the same may be due and payable, and, after the deduction of all incidental expenses, shall pay over the same to the said A. M., upon her sole and separate receipt, and free from the control or interference of any person whomsoever, during her coverture with the party of the third part.

*Thirdly.*—That in case of the decease of the said A. M., after the solemnization of the said marriage, and during the life of her said husband, the said trustees shall hold the said estate to and for the use of such person or persons as the said A. M., by an instrument in writing subscribed by her in the presence of two witnesses, shall name and appoint to take and enjoy the same : And the said trustees shall forthwith execute and deliver all such deeds and papers as they shall be advised by counsel learned in the law to be proper and needful to convey and set over the said trust estate and funds to the person or persons so named and appointed ; and in default of such appointment, the said trustees shall hold the said estate to and for the use of her said husband, for and during his life, and shall collect and pay over to him, from time to time, after deducting all incidental expenses, all the rents, income, and the profits of the trust estate, or may suffer him to collect and receive the same, he keeping the real estate in good repair : And from and after the decease of the said husband, the said trustees shall hold the same to the use of such heirs, or of the legal representatives of the said A. M. as would be entitled to the same in and by the Statutes of this Province now in force, regulating the distribution of intestates' estate, in case the said A. M. had died, seized and possessed thereof intestate ; And the trustees shall execute and deliver all such deeds and instruments as may be needful to transfer the said trust estate or funds unto the persons hereby specified and named.

*Fourthly.*—That in the event of the decease of the said party of the third part, leaving the said A. M. him surviving all the estates and property then held in trust under this indenture, shall be conveyed and transferred back to the said A. M., and the trustees shall forthwith execute and deliver all such deeds and instruments as they shall be advised by counsel learned in the law to be needful and proper for that purpose.

*[Further provisions may be added respecting insurance, etc., and other duties of the trustees, as the case may require.]*

In witness, etc.

Signed, sealed, etc.

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FORM 574.

*Settlement of a policy on Husband's Life effected in the name of Trustees.*

THIS INDENTURE, made the            day            , A.D. 18    ,

BETWEEN A. B., of            bachelor, of the first part, C. D., of            , spinster, of the second part, and E. F., of            , and G. H., of            of the third part, witnesseth as follows:

1. In consideration of an intended marriage between the said A. B. and C. D., it is agreed that, after the said marriage, the said E. F. and G. H., their executors, administrators and assigns, shall hold the moneys receivable on a policy for            on the life of the said A. B., granted on the            day of            , by the            Insurance Company, in the names of the said E. F. and G. H., and numbered            and also the moneys receivable under every policy effected under the powers hereinafter given.

2. Upon trust that the said E. F. and G. H., or the survivor of them, his executors, or administrators or their or his assigns (with the written consent of the said A. B. and C. D., and after the death of either, with the written consent of the survivor if living), shall invest the said moneys and the moneys realized under this trust in or upon any public stocks, funds or securities.

3. The said trustees shall pay the income of the premises to the said C. D., if she shall survive the said A. B., during her life.

4. Subject to the foregoing trusts the premises shall be held in trust for such children or child of the marriage, as the said A. B. and C. D. shall by deed or will appoint, and so far as the same shall be unappointed in trust for such children equally, or child if but one, who, being sons or a son, shall attain twenty-one, or, being daughters or a daughter, shall marry; but so that no child shall take any unappointed share without bringing his or her appointed share into account.

5. On failure of the foregoing trusts the premises shall be held in trust for the said A. B., his executors, administrators and assigns.

6. Bonuses receivable under the said policy are to go in reduction or payment of premiums, either by virtue of any arrangement to be entered into for that purpose with the said company or otherwise.

7. The said A. B., for himself, his heirs, executors and administrators, covenants with the said E. F. and G. H., their executors and administrators, that he the said A. B., will pay the premiums on the said policy when due and will do or suffer nothing whereby the same may become void, voidable or lapsed, and in the event of such policy becoming void, voidable or lapsed, will at his own cost do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E. F. and G. H., their executors or administrators, on demand, with interest at per cent. per annum, all sums paid by them for effecting or keeping up the said policy or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the said policy already affected.

In witness, etc.

Signed, sealed, etc.

## FORM 575.

*Settlement by intending Husband of a Policy on his Life.*

THIS INDENTURE, made the       day of       , A.D. 18       ,

BETWEEN A. B., of, etc., of the first part, C. D., of, etc., of the second part, and E. F., of, etc., and G. H., of, etc., of the third part, witnesseth as follows:—

1. In consideration of an intended marriage between the said A. B. and C. D., the said A. B. assigns unto the said E. F. and G. H., their executors and administrators, a policy for       on the life of the said A. B., granted to him on the       day of       , 18       , by the       Insurance Company, and numbered

2. Upon trust that after the said marriage the said E. F. and G. H., and the survivor of them, his executors or administrators, or their or his assigns (with the written consent of the said C. D. if living, and after the death of either with the written consent of the survivor if living), shall invest the moneys receivable on the said policy, and on any other policy effected under the powers hereby given in or upon any public stocks, funds or securities.

*(Insert Clauses 3, 4, 5 and 6, as in last Form.)*

7. The said A. B., for himself, his heirs, executors and administrators, covenants with the said E. F. and G. H., their executors and administrators, that, notwithstanding anything by the said A. B. done or knowingly suffered, he is entitled to execute this assignment of the premises free from incumbrances and that he and every person claiming under or in trust for him, shall, at his own costs, do all acts required for perfecting such assignment or recovering the moneys due under the same policy, or any other policy made pursuant to the trusts hereby created. And that the said A. B. will pay the premiums on the said policy when due, and will do or suffer nothing whereby the same may become void, voidable or lapsed, and in the event of the said

policy becoming void, voidable or lapsed, will at his own costs do all acts required to enable a policy in lieu thereof to be effected, and will repay to the said E. F. and G. H., their executors or administrators, on demand with interest at per cent. per annum all sums paid by them for effecting or keeping up the said policy, or any policy substituted for the same as aforesaid.

8. Provided that all the covenants herein contained shall apply to any such substituted policy in the same manner as to the policy hereby assigned.

In witness, etc.

Signed, sealed, etc.

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## SEPARATION DEEDS.

FORM 576.

*Separation, Deed of.*

THIS INDENTURE, made the       day of       A.D. 18 .

BETWEEN A. B., etc., of the one part, and D. E., etc., and C., wife of the said A. B., of the other part.

WHEREAS some unhappy differences have lately arisen between the said A. B. and C., his wife, and they have mutually agreed to live separate and apart from each other; and previous to such separation he the said A. B. hath consented thereto, and also proposed and agreed that he, out of his own proper moneys would allow and pay the said C., his wife, during the term of her natural life, for her better support and maintenance, the annuity or yearly sum of       clear of all taxes, charges, and deductions whatsoever payable to her in such manner as hereinafter is mentioned (subject nevertheless to the proviso hereinafter contained, respecting the payment of the said annuity), and also that, in case the said C., his wife, should die before the said A. B., that then the said A. B. should pay to her executors or administrators the sum of       towards her funeral expenses.

NOW THIS INDENTURE WITNESSETH, that the said A. B., in pursuance of his aforesaid proposal and agreement, doth hereby, for himself, his executors and administrators, and for every of them, covenant, promise and agree, to and with the said D. E., his etc., in manner and form following (that is to say), that it shall and may be lawful to and for the said C., his wife, and that he the said A. B. shall and will permit and suffer her the said C., from time to time, and at all times from henceforth during her natural life, to live

separate and apart from him, and to reside and be in such place and places, and family and families, and with such relations, friends, and other persons, and to follow and carry on such trade and business, as she the said C., from time to time, at her will and pleasure, notwithstanding her present coverture, and as if she was a *feme sole* and unmarried, shall think fit.

And that the said A. B. shall not nor will, at any time or times hereafter, compel her to cohabit with him, or molest, disturb or trouble her, for such living separate and apart from him, or any other person or persons whatsoever, for receiving, harboring, or entertaining her; nor shall nor will, without the consent of the said C., visit her, or knowingly come into any house or place where she shall or may dwell, reside, or be: or send, or cause to be sent, any letter or message to her; nor shall or will, at any time hereafter, claim or demand any of the moneys, rings, jewels, plate, clothes, linen, woollen, household goods, or stock in trade, which the said C. hath now in her custody or possession, or which she shall or may hereafter buy and purchase, or which shall be devised and given to her, or she shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same as if she were a *feme sole* and unmarried.

And further, that the said A. B., his executors and administrators, or some or one of them, shall and will well and truly pay unto the said C., his wife, or her assigns, during the term of her natural life, for and towards her better support and maintenance, one annuity or yearly sum of        free and clear of all charges, taxes, and deductions whatsoever; the said annuity or yearly sum of        to be paid and payable to her the said C. and her assigns, during her natural life, in four equal payments, each amounting to the sum of        on the first days of March, June, September and December in every year, or within ten days next following; the first quarterly payment thereof to begin and be made on        or within ten days next following.



In consideration of which sum of                      per annum, so hereby made payable to her the said C., in manner as aforesaid, she the said C. doth hereby agree to accept and take the same, in full satisfaction for her support and maintenance and all alimony whatsoever during her coverture.

PROVIDED ALWAYS, and it is hereby expressly agreed and declared, by and between all the parties hereto, and the true intent and meaning of them and these presents is and are, that in case he the said A. B., his executors or administrators, shall at any time hereafter be obliged to and shall actually pay any debt or debts which she the said C., his wife, shall at any time hereafter during her present coverture, contract with any person or persons whatsoever, that then and in such case it shall and may be lawful to and for the said A. B., his executors and administrators, to deduct, retain to, and reimburse him and themselves out of the said annuity or yearly sum of                      so hereby made payable to her the said C. as aforesaid, all and every such sum and sums of money as he and they shall be obliged to, and shall actually pay for or on account of any such debt or debts, to be by her the said C., at any time hereafter, so contracted as aforesaid, together with all costs, charges and damages, which he or they shall or may pay or sustain on account thereof, anything herein contained to the contrary thereof in anywise notwithstanding.

In witness, etc.

Signed, sealed, etc.

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FORM 577.

*Surrender of Lease.*

KNOW ALL MEN BY THESE PRESENTS, that                      in the within written Indenture named and described, in consideration of the sum of                      lawful money of Canada, to    in

hand well and truly paid by            at or immediately before the sealing and delivery hereof, the receipt whereof do hereby acknowledge; Do    by these presents assign, surrender and yield up unto the said            his heirs, executors, administrators and assigns, all and singular the lands, hereditaments and premises comprised and described in the within Indenture of Lease, and thereby demised, together with all the rights, members and appurtenances to the same belonging or in anywise appertaining; and all the estate, right, title, interest, benefit of renewal, claim and demand whatsoever, either at law or in equity, of            the said            in, to, out of or upon the same premises: To the intent that by virtue of these presents, the residue now unexpired of the term of            years of and in the said hereditaments and premises created by the within Indenture of Lease, and all other            estate, term and interest therein by virtue of the said Indenture, may merge in the freehold reversion and inheritance of the said premises, and be thereby extinguished.

And the said            for            heirs, executors and administrators, do hereby covenant with the said heirs, executors, administrators and assigns, that            the said            now ha    in            good right, full power and lawful and absolute authority to assign, surrender and yield up the said hereditaments and premises in manner aforesaid, and according to the true intent and meaning of these presents.

In witness, etc.

Signed, sealed, etc.

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FORM 578.

*Another form.*

To ALL, etc., A. B., of, etc., sendeth greeting:

WHEREAS, by Indenture, etc., [*recite the lease*]. Now know ye that I, the said A. B., in consideration of

to me in hand paid by C. D., of etc., the receipt, etc., do hereby, for myself, my, etc., surrender and yield up, from the day of the date hereof, unto the said C. D., his, etc., the said Indenture of Lease, and all the messuages and premises aforesaid, and the term of years therein yet to come, with all my right, title and interest thereto, and which I have or claim, or hereafter can or may have or claim, either by virtue of said Indenture or otherwise howsoever; and that free and clear, and freely and clearly, etc., (*against incumbrances.*)

In witness, etc.

Signed, sealed, etc.

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FORM 579.

*Transfer of Shares in a Company.*

FOR VALUE RECEIVED, I \_\_\_\_\_, of \_\_\_\_\_, assign the whole of my right, title and interest, of, in and to \_\_\_\_\_ shares in the \_\_\_\_\_ Company of \_\_\_\_\_ to \_\_\_\_\_ of \_\_\_\_\_, and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive in his or their name or names, certificates for the said shares, hereby obliging myself at his or their request to do all necessary matters and things for the more effectually transferring the said shares to him or them.

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FORM 580.

*Transfer of Shares of Stock.*

FOR VALUE RECEIVED, I \_\_\_\_\_, named in the certificates hereto annexed, which are numbered as follows, namely: No. \_\_\_\_\_ to No. \_\_\_\_\_ assign the shares of stock therein mentioned, to \_\_\_\_\_ of \_\_\_\_\_ and constitute him, his assigns and substitutes, my attorney and attorneys, with full power to receive, in his or their name or names,

certificates for the said shares ; hereby obliging myself, my heirs and executors, at the request of the said or his assigns and substitutes, to do all necessary matters and things for the more effectually transferring the said shares to him or them.

Witness, etc.

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FORM 581.

*Trust Deed of a Church.*

THIS INDENTURE, made (in duplicate) the            day of            , A. D. 18    , in pursuance of the Act passed in the 35th year of the reign of Her Majesty Queen Victoria, and chaptered 107, and in pursuance of the Act respecting Short Forms of Conveyances ; and in pursuance of the Act of the Legislature of Ontario, passed in the            year of Her Majesty's reign, chaptered            entitled "An Act respecting the            Church of Canada."

BETWEEN            of the first part, and            the Trustees of the            Congregation of the            Church of Canada, of the            part.

WITNESSETH, that in consideration of the sum of            of lawful money of Canada, now paid by the said Trustees to the said part            of the first part (the receipt whereof is hereby acknowledged)            he            the said part            of the first part do            grant and assign unto the said Trustees and their successors in the said trusts

All and singular th

TO HAVE AND TO HOLD the said parcel            or tract            of land and premises unto and to the use of the said Trustees and their successors in the said trusts, upon the following trusts, namely :

UPON TRUST, etc.

The said part            of the first part covenant            with the said parties of the            part, and their successors in the

said trust, that                    ha                    the right to convey the said lands to the said parties of the                    part and their successors in the said trust, notwithstanding any act of the said part                    of the first part.

And that the said parties of the                    part, and their successors in the said trust shall have quiet possession of the said lands, free from all incumbrances.

And that the said part                    of the first part will execute such further assurances of the said lands as may be requisite.

And that                    will produce the title deeds enumerated hereon, and allow copies to be made of them at the expense of the said parties of the                    and their successors in the said trust.

And that the said part                    of the first part ha                    done no act to encumber the said lands.

And the said part                    of the first part release to the said parties of the                    part, and their successors in the said trust, all                    claims upon the said lands.

And the said party of the                    part hereby bars her dower in the said lands.

In witness, etc.

Signed. sealed, etc.

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FORM 578a.

*Surrender of Lease under Dominion Land Titles Act,  
1894.*

In consideration of                    dollars, to me paid by (lessee or his assigns), (as the case may be), I do hereby surrender and yield up from the day of the date hereof                    unto                    the lease (*describe the lease fully*), and the term therein created.

Dated the                    day of                    18

Signed by the above named                    }  
in the presence of                    }

## WILLS.

## FORM 582.

*Attestation Clause where the Will is signed by the Testator*

Signed by the said testator, as his last will and testament, in the presence of us present at the same time, who, at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses.

[Signature of Witness.]

[Signature of Witness.]

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FORM 583.*Attestation Clause where another Person signed by the Direction of the Testator.*

Signed by [name, description, and addition of the person signing for the testator], as the last will and testament of the said testator, in his presence, and by his direction, in the presence of us, present at the same time, who, at his request, in his presence and in the presence of each other, have subscribed our names as witnesses.

[Signatures of two Witnesses].

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FORM 584.*Form of Attestation when Alterations have been made in the Will previous to execution.*

Signed by the above-named testator as his last will and testament, in the presence of us, present at the same time, who, at his request, in his presence, and in the presence of

each other, have subscribed our names as witnesses, the inter-lineations in the            line of the            page having been first inserted, and the erasures in the            and lines in page            having been first made.

[Signatures of two Witnesses.]

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FORM 58E.

*Will giving Property to Wife and appointing her  
Executrix.*

I, A. B., of, etc., declare this to be my last will and testament. I do hereby give unto my ~~dear~~ wife all my real and personal estate whatever and wheresoever, to hold unto her, her heirs, executors and administrators, according to the respective natures and qualities of the said premises, absolutely and forever. And I hereby appoint my said wife sole executrix of this my will, at the same time revoking all former and other wills, codicils, testamentary dispositions and appointments whatsoever by me at any time heretofore made.

In witness whereof I, the said A. B., the testator, have to this my last will and testament contained in this and the preceding            sheets of paper, set my hand and seal this day of            , A. D. 18    .

Signed by the said testator as, and for his last will and testament, in the presence of us, present at the same time, who, at his request, in his presence, and in the presence of each other, have subscribed our names as witnesses.

## FORM 586.

*Will giving Income to Wife for life, and afterwards  
Capital to Children.*

I, A. B., of, etc., hereby declare this to be my last will and testament. I give all my real and personal estate unto C. D. and E. F., their heirs, executors and administrators, upon trust, to sell and convert into money such real and personal estate, and to invest the sum or sums of money thus arising in the names of my said trustees in or upon the public stocks, funds or securities, or any real securities, and to vary the investment from time to time for any other of like nature. And to pay the annual income thereof to my dear wife                      during her life, if she shall so long continue my widow; and after her decease or second marriage, then, as to the said trust fund and the yearly produce thereof upon trust for all my children who, being sons shall attain the age of twenty-one years, or, being daughters, shall attain that age or marry, in equal shares.

And I authorize my said trustees or trustee, at any time after the decease or second marriage of my said wife, to apply the whole or part of the income of the presumptive share or shares of any child or children of mine who, being a son or sons shall be under the age of twenty-one years or, being a daughter or daughters, shall be under that age and unmarried, towards his, her or their maintenance and education. And also to advance any part of such presumptive shares (not exceeding one-half thereof) towards the advancement in life of any such children respectively.

And I hereby authorize my said trustees or trustee to release or compound any debts owing to me or to my estate, or to give time for payment, or to take such security for payment, and to adjust and pay all claims made upon my estate, whether the same shall be supported by legal evidence or not, and also to refer to arbitration any dispute respecting any debt claimed to be owing to or from me,



and generally to act in the premises as my said trustees or trustee shall in their or his discretion think fit; and all receipts given by my said trustees or trustee, acting in the execution of the trusts herein contained, shall exonerate the parties taking the same from all responsibility with respect to the application of the moneys therein expressed to be received.

And I hereby authorize the acting trustees or trustee of this my will, and the executors or administrators of the last acting trustee, by any instrument in writing, to substitute any person to be a trustee in the stead of any trustee who shall die, continue to reside abroad, disclaim, neglect refuse, or become incapable to act in the trusts aforesaid, and all the said trust estates or premises shall forthwith be transferred, so as to vest the same in such new trustee or trustees, either jointly with the surviving or continuing trustee or trustees, or solely, as the case may be, and such new trustee as well before as after such transfer, shall have the same powers as if originally appointed a trustee by this my will.

And I declare that the trustees for the time being of this my will shall respectively be chargeable only with such moneys as they respectively shall actually receive, and shall not be answerable for each other, nor for any banker, broker, or other person in whose hands any of the trust funds shall be placed, nor for the insufficiency or deficiency of any stocks, funds, shares or securities, nor otherwise, for involuntary losses. And I appoint the said C. D. and E. F. to be executors of this my will.

In witness, etc., (as before) this                      day of  
A.D. 18 .

Signed, etc., as before.

## FORM 587.

*Will of Married Woman Making an Appointment under a Power in a Will.*

I,            wife of            , of            , in exercise of my power under the will of my father            appoint that the trust premises therein comprised shall, after my death, be held in trust for my children in the following proportions, namely one-half for my child            and a quarter for each of my children            and

Signed by me this            day of            , A.D. 18   .

Signed, etc., as before.

## FORM 588.

*Another Form Giving each Child a Specific Portion of the Property.*

I,            wife of            , of            , in exercise of my power under the will of my father            appoint that the trust premises comprised in such power shall, after my death, be held in trust as follows, namely, that portion which is invested in            for my child            ; that portion which is invested in a mortgage on            for my child            ; and that portion which is invested in Railway Debentures for my son

Signed by me this            day of            , A.D. 18   .

Signed, etc., as before.

## FORM 589.

*Will of Married Woman Appointing Income to her Husband.*

I,            wife of            of            in exercise of my power under the will of my father            appoint that the income of the trust premises comprised in such power shall be paid to my husband, if he shall survive me, for his life.

Signed by me this            day of            , A.D. 18 .

Signed, etc., as before.

## FORM 590.

*Codicil to a Will.*

This is a codicil to the last will and testament of me of, etc., bearing date the            day of            , A.D. 18 (the date of the will).

I do hereby revoke the bequest of all my household furniture to my son            and do give and bequeath the same to my daughter            to and for her own absolute use and benefit for ever.

I give and bequeath to my daughter            in addition to the legacy bequeathed to her by my said will, the further sum of

In all other respects I do confirm my said will.

In witness, etc., (as before) this            day of            , A.D. 18 .

Signed, etc., as before.

## FORM 591.

*Will by which Personal Property is bequeathed amongst Children, one being an Adult and the others Minors; the Share of the Adult to be paid at once; the Shares of the others on attaining the Age of Twenty-one; with Directions to devote the Interest to the Maintenance of the Children.*

I, [testator's name and description], DECLARE this to be my last will and testament. I APPOINT [name] and [name] the trustees and executors of this my will: hereby revoking all former testamentary writings. I DIRECT the said [trustee's name] or the survivor of them, his executors or administrators, to convert my personal estate and effects into money as soon as may be after my death: and after paying thereout my just debts, to divide the residue into [number] equal shares. I DIRECT them to pay one of the portions forthwith to my eldest son [name of son] and as to the [number] other shares, I DIRECT the said trustees to hold the same upon trust, to pay one share to each of my younger children [enumerate younger children] on their attaining that age or marrying; and in the meantime to invest the moneys forming such shares upon such securities, real or personal, or otherwise as my said trustees or trustee may think proper, and apply the annual income arising therefrom towards the support and education of my said younger children during their respective minorities, as my said trustees shall deem most advantageous for them. In WITNESS, etc.

(Signed) [Testator's signature].

[Attestation clause].

[Signature of two Witnesses.]

## FORM 592.

*Will by which a Testator gives the whole of his Property to his Wife and appoints her Sole Executrix.*

I, [testator's name and description], declare this to be my last will and testament. I do hereby GIVE unto my dear wife [name] all my real and personal estate whatever and wheresoever, to hold unto her, her heirs, executors and administrators, according to the nature and qualities of the said premises, absolutely and forever. And I hereby APPOINT my said wife sole executrix of this my will, at the same time revoking all former and other wills, codicils testamentary dispositions and appointments whatsoever by me at any time heretofore made. IN WITNESS whereof I have hereunder set my hand this            day of            , in the year of our Lord

(Signed) [Testator's signature].

[Attestation clause].

[Signature of two Witnesses].

## FORM 593.

*Will giving to one Person all the Testator's Real and Personal Estate, Subject to two Legacies, one General, the other Specific.*

THIS IS THE LAST WILL AND TESTAMENT of me (testator's name and description). I DEVISE and BEQUEATH all the real and personal estate to which I shall be entitled at the time of my decease unto [devisee's name, description and addition], absolutely (but, as to estates vested in me [upon trust or] by way of mortgage, subject to the equities affecting the same respectively), subject to the payment thereof of the legacies bequeathed by this my will. I GIVE and BEQUEATH to my nephew [nephews' name] that silver race cup won by me on the            day of            , 18    , at [state

*name and description of race*. I also GIVE and BEQUEATH to my dear friend [*friend's name*] the sum of \$ [*state amount*]. AND I APPOINT [*name*] sole executor of this my will, hereby revoking all other testamentary writings. IN WITNESS whereof I have hereunder set my hand this            day of            , in the year of our Lord.

(Signed)            (*Testators signature.*)

[*Attestation clause.*]

[*Signature of two witnesses.*]

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FORM 594.

*Will of Married Woman disposing of Real and Personal Estate in favour of her Husband subject to Legacies.*

THIS IS THE LAST WILL AND TESTAMENT OF ME [*testator's name*], the wife of [*husband's name and description*]. I GIVE all the real and personal property of which by virtue of any power or authority, or of any separate right of property or otherwise, I am competent to dispose, unto my said husband for his absolute use subject to the payment thereof of the pecuniary legacies bequeathed by this my will. I BEQUEATH the legacies following (namely): To [*enumerate each and every legacy and legatee*]. And I APPOINT my said husband sole executor of my will. LASTLY, I revoke all former testamentary writings. IN WITNESS, etc.

(Signed)            (*Testators signature.*)

[*Attestation clause*]

[*Signature of two witnesses.*]

## FORM 595.

*Will of Personal Property by which several Legacies are bequeathed and a Residuary Legatee appointed.*

I [testator's name and description] do DECLARE this to be my last will and testament, and I do hereby REVOKE all other testamentary writings: I BEQUEATH the following legacies (namely): To my sister [name of sister] the sum of [amount]. I GIVE and BEQUEATH to my friend [name of friend] the sum of [state amount]. I also BEQUEATH to each of my domestic servants who shall be living with me at the time of my death in the capacity of [state description of servants] the sum of [state amount]. And as to all the rest residue and remainder of my personal property I BEQUEATH the same unto [name of residuary legatee], his executors, administrators and assigns absolutely and forever. And I appoint [name] and [name] executors of this my will. In WITNESS, etc.

[Signature and attestation as in previous form].

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 FORM 596.

*Will giving to one Person absolutely all the Testator's Real and Personal Estate.*

I [testator's name and description] declare this to be my last will and testament. I DEVISE and BEQUEATH all the real and personal estate to which I shall be entitled at the time of my decease unto [devisee's name and description] absolutely, and I APPOINT the said [name] sole executor of this my will, hereby revoking all former testamentary writings. IN WITNESS whereof I have hereunder set my hand this                      day of                      , in the year of our Lord                      .

(Signed)                      [Testator's signature.]

[Attestation clause.]

[Signature of two witnesses.]

## FORM 597.

*Bequest to Wife of Personal Effects and Furniture.*

I bequeath to my wife all articles of personal, domestic or household use or ornament, including my furniture, books, pictures, provisions, consumable stores, and all household effects which at the time of my death shall be in, about or belonging to the house in which I may reside at my decease.

---

## FORM 598.

*Bequest of Leasehold House with Furniture.*

I bequeath unto                      all my leasehold house wherein I now reside, with the gardens and lands held therewith, situate at                      in the county of                      , for all the residue of the term unexpired at my decease for which the said premises are holden, subject to the rent reserved by, and the covenants and conditions contained in the lease to me of said premises; and I further bequeath to said                      all my furniture, fixtures and household effects in, about, or belonging to the said house.

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## FORM 599.

*Bequest of Business.*

I bequeath my son                      the goodwill of my trade or business, carried on by me at                      , and the stock in trade, fixtures and effects belonging thereto, and the benefit of all contracts subsisting in respect of the said business, and all book debts and moneys due to me in respect thereof, or standing to the credit of my business account at my bank at the time of my decease; my said son discharging and indemnifying my general estate from all debts and liabilities due or subsisting in respect of the said business at my decease, and, if required by my representative, entering into a bond or covenant in that behalf.



## FORM 600.

*Bequest of Policy of Insurance.*

And whereas I am possessed of the following policy of insurance upon my life, namely, a policy effected with the Life Insurance Co., for            dollars, dated the       day of       , 18   , and numbered       now I bequeath the said policy, with the sum of       dollars thereby assured, and all accretions or additions thereto, unto my said wife absolutely.

---

## FORM 601.

*Release of Debts to Debtor.*

I release and forgive to            or to his representatives if he shall die in my lifetime, every sum of money with all the interest thereon, which may be owing from him or them to me at the time of my decease; and I direct that any note or notes, bond or bonds, or other obligation or security for the same, shall be released or given up to the said            or his representative.

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## FORM 602.

*Legacy to Wife for Immediate Use.*

I bequeath to my wife            the sum of       dollars, to be paid to her within one calendar month (*or, as soon as may be*) after my decease, for her immediate requirements.

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## FORM 603.

*Legacy to Creditor.*

I bequeath the sum of            dollars to       and I declare that said legacy shall be in addition to, and not in satisfaction of, any debt which I may be owing him at the time of my decease.

## FORM 604.

*Direction as to Priority of Legacies.*

I direct that in case of a deficiency of assets, for the full payment of all the pecuniary legacies hereinbefore bequeathed, the said legacies shall be paid in full respectively in the order of priority in which they are hereinbefore given, as far as the assets applicable for the payment thereof will extend.

---

## FORM 605.

*Direction that Certain Legacies shall abate in Case of Deficiency.*

I direct that if the moneys to arise from my estate applicable to the payment of debts and legacies shall not be sufficient to pay in full such debts and the legacies hereby bequeathed, then the legacies hereby given to  
and                      shall abate proportionally in favour  
of the other legacies hereby given.

---

## FORM 606.

*Legacy to a Married Woman.*

I BEQUEATH to [insert name], the wife of [state husbands name and description], the sum of [state amount]. And I DECLARE the said sum shall be for her sole and separate use and benefit, and that her receipt, notwithstanding her or any future marriage, shall be a valid and effectual discharge for the same.

[But see now the effect of the Married Woman's Property Act.]

## FORM 607.

*Legacies to Executors.*

I APPOINT [name] and [name] as executors of this my will. I give them the sum of [state amount] each in consideration of the trouble they will have in the execution of their office.

---

## FORM 608.

*Legacy of Effects in a House.*

I GIVE and BEQUEATH to [name] all the household furniture, books, works of art, and other chattels and effects together with the wines, liquors, fuel, housekeeping provisions and other consumable stores, which shall at my decease be in or about my dwelling house.

---

## FORM 609.

*Legacy to Servants.*

I BEQUEATH to each of my domestic servants who shall be in my service at the time of my decease in the capacity of [state class of servants] the sum of [state amount] in addition to any wages owing to such servant. And I ALSO DIRECT my executors to provide for all my domestic servants such mourning as they shall think fit and expedient.

---

## FORM 610.

*Legacy of an Annuity.*

I BEQUEATH [insert name] an annuity of [insert amount] during his life, clear of legacy duty, and all other incidental expenses and deductions, and I DIRECT my said trustee to purchase such annuity in the name of the [insert name], either from the Government, or from one or other

of the following companies [*naming three or four of the well-established companies*]. Provided always, and I hereby DIRECT that the said [*insert name*] shall not be entitled to receive the value of the said annuity in lieu thereof.

---

## FORM 611.

*Legacy to a Hospital.*

I BEQUEATH to the hospital at [*state place*] the sum of [*state amount*] to be paid the treasurer for the time being hereof, at the end of twelve calendar months from my decease, out of such part of my personal estate as the law permits to be bequeathed to charitable purposes.

---

## FORM 612.

*Legacy to an Adult.*

I BEQUEATH [*state amount*] to [*insert name*].

---

## FORM 613.

*If the Legatee is a Minor and a Male the following Form may be used.*

I BEQUEATH to [*insert name*] the sum of [*state amount*] to be vested in and payable to him upon attaining the age of twenty-one years [*either with or without interest in the meantime, according to the wish of the testator*].

---

## FORM 614.

*If the Legatee is a Minor and a Female.*

I BEQUEATH to [*insert name*] the sum of [*insert amount*] to be vested in and payable to her for her sole and separate use upon attaining the age of twenty-one years or marrying [*either with or without interest*].

## FORM 615.

*Legacy giving Mourning Rings.*

I BEQUEATH to each of my friends [*names*] the sum of [*insert amount*] each for the purchase of mourning rings.

---

## FORM 616.

*General Residuary Bequest.*

And as to all [*other*] the personal estate and effects whatsoever and wheresoever (including leaseholds for years) of which I shall be possessed, or over which I shall have any power of appointment or disposition at the time of my decease, I BEQUEATH the same and every part thereof unto [*insert name*], for his own absolute use and benefit, after payment thereof of my debts, funeral expenses, the charges of proving this my will, and any legacies which I may bequeath by it, or by any codicil thereto.

---

## FORM 617.

*Codicil appointing a Trustee and Executor in the Place of one deceased.*

THIS IS THE FIRST CODICIL TO THE LAST WILL AND TESTAMENT of me [*testator's name, etc.*], which will bears date the       day of       , in the year       . WHEREAS [*name*], named in my said will as a trustee and executor, is lately dead. Now, it is my will that [*name, etc.*] shall be substituted in the place of the said [*deceased trustee*] as one of the trustees and executors of my said will; AND I DIRECT that my said will shall be read and construed as if the name of the said [*substituted trustee*] had been inserted therein in the place and instead of the name of the said

[*deceased trustee*]; AND I CONFIRM my said will except as aforesaid. IN WITNESS, etc.

(Signed) [*Testator's Signature*].

[*Attestation clause*]

[*Signature of two Witnesses*].

#### FORM 618.

#### *Codicil revoking Certain Legacies given by a Will and substituting others.*

THIS IS A CODICIL to the last will and testament of me [*insert testator's name and description*], which bears the date of       day of       . WHEREAS by my said will I have given legacies of [*amount*] to [*insert name of legatee*], and of [*amount*] to [*insert name of legatee*]: Now, I HEREBY REVOKE the said legacies. And IN ADDITION to the legacies given by the said will, and not revoked by this codicil, I GIVE a legacy [*amount*] to [*insert name of legatee*] and a legacy of [*amount*] to [*insert name of legatee*]. And in all other respects I do CONFIRM my said will. IN WITNESS, etc.

(Signed) [*Testator's Signature*].

[*Attestation Clause*].

[*Signature of two Witnesses*].

#### FORM 619.

#### *Codicil revoking Will.*

I [*insert name and description*] do HERBY REVOKE an instrument bearing date [*explain*], and purporting to be my last will and testament. IN WITNESS whereof I have hereunder set my hand this       day of       , in the year of our Lord       .

(Signed) [*Testator's Signature*].

[*Attestation Form*].

[*Signature of two Witnesses*].

[N. B.—It will be remembered that every codicil must be executed exactly in the same manner as a will.]

## FORM 620.

*Codicil reviving Will.*

WHEREAS I [*insert name and description*] made my will on the            day of            , and have since revoked the same. Now I hereby ANNUL such revocation, and declare that the said will is valid and subsisting. IN WITNESS, etc.

(Signed) [*Testator's Signature*].

[*Attestation Clause*].

[*Signature of two Witnesses*].

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